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**RESOLUTION NO. 2011-61**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AN EXISTING AGREEMENT WITH H & J ASPHALT, INC. FOR RESURFACING AND STRIPING OF PUBLIC ROADWAYS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$300,000.00 TO CONTINUE RESURFACING AND STRIPING VILLAGE ROADWAYS IN FY 2011-12; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Department of Public Works is responsible for the inventory, inspection and resurfacing of Village roadways; and,

**WHEREAS**, a competitive bid process was followed for construction services for street resurfacing with the issuance of Invitation to Bid No. 2011-PW-103; and,

**WHEREAS**, as per Resolution No. 2011-23, adopted April 4<sup>th</sup>, 2011, the Village of Palmetto Bay Council approved the selection of H&J Asphalt, Inc. to provide street resurfacing construction services for a period of three (3) years with the option the renew one (1) additional twelve (12) month period; and,

**WHEREAS**, H & J Asphalt, Inc. provided the Village of Palmetto Bay with a base bid of \$447,106.85. The base bid consists of resurfacing 31,150 linear feet of roadway; and,

**WHEREAS**, in Fiscal Year 2010-2011 the Village expended \$206,692.65 to resurface 12,000 linear feet of roadway including lifting numerous manholes, striping, and the installation of reflective pavement markings; and,

**WHEREAS**, the remaining balance of linear feet of roadway identified in the base bid will be completed in Fiscal Year 2011-2012; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1:** The Village Manager is authorized to allocate the budgeting funding and authorize a purchase order to H&J Asphalt, Inc. to continue to provide resurfacing and striping and authorizing the purchase order to H&J Asphalt, Inc. to continue to provide resurfacing and striping under the existing agreement with H&J Asphalt Inc. in an amount not to exceed \$300,000.

**Section 2:** This resolution shall take effect immediately upon approval.

**PASSED and ADOPTED** this 3rd day of October, 2011.



**NOTICE TO PROCEED**

TO: H & J Asphalt, Inc.  
Contractor

4310 Northwest 35 Avenue  
Street Address

Miami, FL 33142

ATTN: Jorge Lorenzo, President  
Name and Title

PROJECT: Villagewide Street Resurfacing

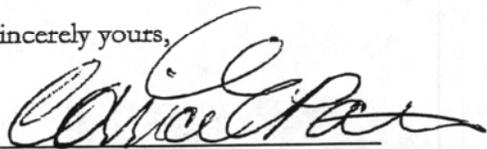
Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Engineer. The Commencement date is July 12, 2011. Completion date shall be October 10, 2011.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Public Works Director and/or his/her designee will be responsible for this project.

Sincerely yours,

  
Corrice E. Patterson, Public Works Director

AGREEMENT ("CONTRACT")

BETWEEN OWNER AND CONTRACTOR

THIS CONTRACTOR is dated as of the 22 day of June, in the year 2011, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the "OWNER" or VILLAGE"), and H&J Asphalt Inc.  
(hereinafter sometimes called the "CONTRACTOR").

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

Street Resurfacing for the Village (Contract No.2011-PW-103) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to provide street resurfacing in the Village of Palmetto Bay.

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

**VILLAGEWIDE STREET RESURFACING**

**Article 2. CONTRACT TIME.**

- 2.1 The Work will be completed within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.21 of the General Conditions. Substantial completion within 60 calendar days and Final completion within 90 calendar days from notice to proceed.
- 2.2. 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. They also recognize the expense and difficulties involved in proving in a legal or arbitration preceding 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 One Thousand Two Hundred and 00/100 dollars (\$1,200.00) for each day that expires after the time specified in Paragraph 3.1 for Final Completion. 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 3. CONTRACT PRICE.

- 3.1 The contractor warrants by virtue of bidding that prices quoted shall remain fixed and firm during the term of this contract.
- 3.2 The estimated expenditures for this contract are two hundred and fifty thousand dollars (\$250,000). This is an estimated amount; however, the Village may increase or reduce the amount of this contract based on availability of budgeted funds. The total estimated expenditures include the budget for the Public Works Department road paving and repair.

Contract Price: \$250,000.00

Contract Price (in words):  
Two Hundred and Fifty Thousand

---

### Article 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 2.8 of the Special Conditions. Applications for Payment will be processed by Village of Palmetto Bay as provided in the Special Conditions.

4.1. 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 Village of Palmetto Bay, on or before the 28th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 2.8 of the Special Conditions and the requirements of the Contract Documents.

4.1.1 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.

4.2. Final Payment. Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as following written final acceptance of work as provided in said paragraph 2.8 of the Special Conditions.

Article 5. INTEREST. Not Applicable

### Article 6. CONTRACTOR'S REPRESENTATIONS.

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

- 6.1. 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.
- 6.2 The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor

on the basis of the information made available by the Village.

#### Article 7. 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:

- 7.1. This Contract
- 7.2. Exhibits to this Contract
- 7.3. Bid Forms and Bid Bonds (Performance and Payment)
- 7.4. Notice of Intent to Award
- 7.5. Notice to Proceed
- 7.6. General Conditions
- 7.7. Special Conditions
- 7.8. Scope of Work
- 7.9. Specifications and Special Provisions
- 7.10. Addenda (s)
- 7.11. CONTRACTOR'S BID
- 7.12. Documentation submitted by CONTRACTOR prior to Notice of Intent to Award
- 7.13. Any Modifications, including Change Orders, duly delivered after execution

of the Contract.

- 7.14. Advertisement for Bid.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

#### Article 8. MISCELLANEOUS

- 8.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 8.2. 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.
- 8.3. 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.
- 8.4. This Contract may be executed in counterparts.
- 8.5. 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.
- 8.6. The OWNER shall retain the ownership of all shop drawings and design drawings

once payment therefore is made.  
8.7 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 3 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.

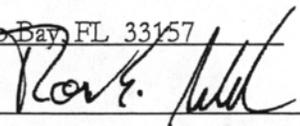
OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

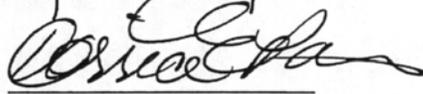
BY 

Ron E. Williams

Print Name

Village Manager

Title

WITNESS 

Corvace E. Rotterson

Print Name

(CORPORATE SEAL)

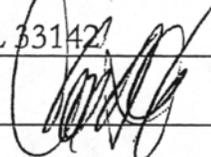
CONTRACTOR

H&J Asphalt, Inc.

ADDRESS

4310 NW 35 Avenue

Miami, FL 33142

BY 

Jorge Lorenzo

Print Name

Vice President

Title

WITNESS 

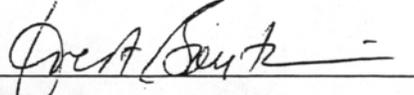
Karan Vasquez

Print Name

(CORPORATE SEAL)

END OF SECTION

  
Meighan J. Alexander, Village Clerk

  
Eve A. Boutsis, Village Attorney

END OF SECTION



## H & J ASPHALT, INC.

4310 NW 35<sup>th</sup> AVENUE  
MIAMI, FL. 33142  
PHONE: 305-634-3342 FAX: 305-634-3313  
hjasph@bellsouth.net

May 5, 2011

**Village Of Palmetto Bay**  
**PUBLIC WORKS Dept.**  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Attention: Kristy Bada  
Public Works Department  
Administrative Assistant

Re: Project # 2011-PW-103

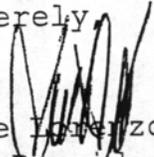
Dear Mr. Kristy :

As per you request, H&J Asphalt, Inc. is submitting you the following items listed below:

1. One copy of Performance and Payment Bond as required in Contract No. 2011-PW-103.
2. Letter from Bonding Agent granting Village of Palmetto Bay authorization to date the Performance & Payment Bond.
3. Three Originals copies of the Agreement between owner and Contractor.

If you have any question, please do not hesitate to contact me.

Sincerely,

  
Jorge Lorenzo  
Vice-President/H & J Asphalt, Inc.



**BREEN RAGLAND GROUP**

Commercial Insurance & Bonds

May 4, 2011

Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157

RE: *Authority to Date Bonds and Powers of Attorney*  
Principal: H & J Asphalt, Inc.  
Bond No.: 2616990

Project: Village wide street resurfacing

To whom it may concern:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once dated, please send a copy of the dated bonds to our office.

Sincerely

GREAT AMERICAN INSURANCE COMPANY

A handwritten signature in black ink that reads 'Brett A. Ragland'. The signature is written in a cursive, flowing style.

Brett A. Ragland  
*Attorney-in-fact*

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20045

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES H. BREEN	ALL OF	ALL
BRETT RAGLAND	LAKE MARY, FLORIDA	\$75,000,000.
AUDREY J. GALLAGHER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of AUGUST, 2010  
Attest GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 19TH day of AUGUST 2010, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-11

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of May, 2011



510287 (10/08)

Assistant Secretary

**Front Page of Bond No. 2616990  
Issued in Accordance with Florida Statute 255.05  
For Public Work**

CONTRACTOR:	<b>H &amp; J Asphalt, Inc.</b> 4310 NW 35 <sup>th</sup> Avenue Miami, FL 33142 (305) 634-3342
SURETY COMPANY:	<b>Great American Insurance Company</b> 580 Walnut Street Cincinnati, OH 45202 (513) 369-5000
OWNER NAME:	Village of Palmetto Bay 9705 E Hibiscus Street Palmetto Bay, FL 33157
CONTRACTING PUBLIC ENTITY: (If different from the owner)	N/A
BOND AMOUNT:	\$447,106.85
CONTRACT NO., PROJECT:	Village wide street resurfacing
PROJECT LOCATION and/or LEGAL DESCRIPTION	

***This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.***

This is the front page of the bond, regardless of any page number(s) that may be pre-printed thereon.



The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligor to Principal under the Contract and amendments thereto, less the amount paid by Obligor to Principal and less amounts withheld by Obligor pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, successors, executors or administrators of the Obligor.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_

Witness: Joanne Miller

Principal H & J Asphalt, Inc.

Surety Great American Insurance Company

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

By: Brett A Ragland

Name: Jorge Luenzo

Name: Brett A. Ragland

Title: Vice-President

Title: Attorney in Fact

Address: 4310 NW 35th Ave.

Address: 580 Walnut Street

Miami, FL 33412

Cincinnati, OH 45202

The name and address of the Resident Agent for service of process on Surety is:

Name: Brett A. Ragland

Address: 200 Colonial Center Parkway #200 Lake Mary, FL 32746

Phone: 407-833-0300

END OF SECTION

**LABOR AND MATERIAL PAYMENT BOND**

Bond # 2616990

PROJECT TITLE: Villagewide Street Resurfacing (the "Project")  
CONTRACTOR:  
CONTRACT NO: 2011-PW-103 CONTRACT DATED:

STATE OF § Florida  
§  
COUNTY OF § Seminole

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we H & J Asphalt, Inc.  
\_\_\_\_\_ of the Village of Miami, County of Dade, State of Florida, as  
Principal, and Great American Insurance Company, a corporation, authorized, licensed and admitted to do  
business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto  
Bay, as Obligee, in the sum of \$ 447,106.85 for the payment of which Principal and Surety bind  
ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the Street Resurfacing, the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day

Village of Palmetto Bay, Florida  
Villagewide Sidewalk Improvements  
Bid No. 2011-PW-101

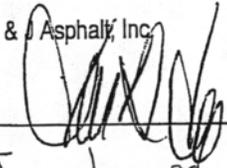
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of \_\_\_\_\_, 20\_\_\_\_.

Witness:  \_\_\_\_\_

Witness: Jamie Miller

Principal H & J Asphalt, Inc.

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

Surety Great American Insurance Company

By: Brett A Ragland

Name: Jorge Lozano  
(Print)

Name: Brett A. Ragland  
(Print)

Title: Vice-President

Title: Attorney in Fact

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

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

Address: 4310 NW 35th Ave., Miami, FL 33412

Address: 590 Walnut Street Cincinnati, OH 45202

The name and address of the Resident Agent for service of process Surety is:

Name: Brett A. Ragland

Address: 200 Colonial Center Parkway #200 Lake Mary, FL 32746

Phone: 407-833-0300

END OF SECTION

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FOUR

No. 0 20045

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES H. BREEN	ALL OF	ALL
BRETT RAGLAND	LAKE MARY, FLORIDA	\$75,000,000.
AUDREY J. GALLAGHER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of AUGUST 2010  
Attest GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

*David C. Kitchen*

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 19TH day of AUGUST 2010, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-11

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

*Stephen C. Beraha*

Assistant Secretary



510289 (10/08)



---

March 2, 2011

To: All Interested Parties

From: Corrice E. Patterson, Public Works Director  
Village of Palmetto Bay  
9495 SW 180<sup>th</sup> Street  
Palmetto Bay, Florida 33157

Re: Bid Solicitation 2011-PW-103  
Villagewide Street Resurfacing

ADDENDUM NO. 1

Please be advised Changes have been made to the Bid Form, pages 11 to 17, therefore attached is the revised Bid form, please replace forms with the attached revised forms.

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. This addendum will also need to be submitted along with the remainder of the bid package. Bid submittals without the addendum will be considered unresponsive.

Thank you for your participation in our bidding process.

Corrice E. Patterson, Director of Public Works  
Village of Palmetto Bay

Bid Form  
Page 1 of 7

<b>Bid Form</b> Page 1 of 7	
<b>Deliver Bid to:</b> Village Clerk - Meighan Alexander, Village of Palmetto Bay 9705 E. Hibiscus Street Palmetto Bay, FL 33157	<b>Bid #-2011-PW-103</b>  Villagewide Street Resurfacing
To be opened and publicly read, March 16 <sup>th</sup> , 2011, at 3:00 P.M.	
<b>Bidder Name:</b> H & J ASPHALT, INC	<b>Phone Number:</b> 305-634-3342
<b>Mailing Address:</b> 4310 NW 35 AVE	<b>Fax Number:</b> 305-634-3313
<b>Village, State, &amp; Zip Code:</b> MIAMI, FL 33142	<b>Toll Free Number:</b> —
<b>Bid Contact Person: (Please print clearly)</b> JORGE A. LORENZO	<b>F.E.I.D. Number:</b> 65-0024320
<b>Bid Bond Enclosed in the amount of:</b> (When Required)	<b>Email Address:</b> HJASPH@BELLSOUTH.NET

Bid Form  
 Page 2 of 7  
 VILLAGEWIDE STREET RESURFACING FOR FY2010-2011

BID ITEM NO.	LOCATION OF STREET RESURFACING	QUANTITY	TOTAL COST
FY-1011-1	SW 182 TER FROM SW 87 AV TO SW 88 PL	1270 Linear Feet	\$ 16,000. <sup>00</sup>
FY-1011-2	SW 182 TER FROM SW 89 CT TO SW 88 PL	360 Linear Feet	\$ 5,000. <sup>00</sup>
FY-1011-3	SW 182 TER FROM SW 89 CT TO END	300 Linear Feet	\$ 4,500. <sup>00</sup>
FY-1011-4	SW 183 TER FROM SW 88 PL TO 87 AV	1250 Linear Feet	\$ 16,000. <sup>00</sup>
FY-1011-5	SW 88 PL FROM 182 TER TO 183 TER	250 Linear Feet	\$ 4,500. <sup>00</sup>
FY-1011-6	SW 89 CT FROM SW 184 ST TO SW 182 TER	400 Linear Feet	\$ 5,000. <sup>00</sup>
FY-1011-7	SW 78 CT FROM 143 ST TO 141 TER	400 Linear Feet	\$ 5,000. <sup>00</sup>
FY-1011-8	SW 78 CT FROM 144 ST TO 143 ST	300 Linear Feet	\$ 4,500. <sup>00</sup>
FY-1011-9	SW 79 AV FROM 141 TER TO END	350 Linear Feet	\$ 5,000. <sup>00</sup>
FY-1011-10	SW 79 CT FROM 142 ST TO 143 ST	410 Linear Feet	\$ 5,000. <sup>00</sup>
FY-1011-11	SW 79 CT FROM 144 ST TO 143 ST	330 Linear Feet	\$ 4,500. <sup>00</sup>
FY-1011-12	SW 79 CT FROM 141 TER TO 142 ST	255 Linear Feet	\$ 4,500. <sup>00</sup>
FY-1011-13	SW 143 ST FROM 78 CT TO 79 CT	690 Linear Feet	\$ 8,500. <sup>00</sup>
FY-1011-14	SW 142 ST FROM 79 CT TO 80 AV	390 Linear Feet	\$ 4,500. <sup>00</sup>
FY-1011-15	SW 140 TER FROM 141 TER TO 80 AV	300 Linear Feet	\$ 4,500. <sup>00</sup>
FY-1011-16	SW 72 CT FROM 152 ST TO 156 ST	1,400 Linear Feet	\$ 17,500. <sup>00</sup>
FY-1011-17	SW 72 CT FROM 151 ST TO END	595 Linear Feet	\$ 7,500. <sup>00</sup>
FY-1011-18	SW 72 CT FROM 152 ST TO 151 ST	340 Linear Feet	\$ 5,000. <sup>00</sup>
FY-1011-19	SW 72 AV FROM 152 ST TO 156 ST	1,400 Linear Feet	\$ 18,000. <sup>00</sup>
FY-1011-20	SW 71 CT FROM 152 ST TO END	485 Linear Feet	\$ 6,500. <sup>00</sup>
FY-1011-21	SW 69 CT FROM 148 TER TO 149 TER	440 Linear Feet	\$ 5,600. <sup>00</sup>
FY-1011-22	SW 69 CT FROM 151 ST TO 152 ST	400 Linear Feet	\$ 5,500. <sup>00</sup>
FY-1011-23	SW 69 CT FROM 149 TER TO 151 ST	500 Linear Feet	\$ 6,000. <sup>00</sup>
FY-1011-24	SW 156 ST FROM OLD CUTLER RD TO 72 CT	320 Linear Feet	\$ 5,000. <sup>00</sup>
FY-1011-25	SW 156 ST FROM 72 AV TO 72 CT	325 Linear Feet	\$ 5,000. <sup>00</sup>
<i>Subtotal (FY-1011-1 to FY1011-25)</i>			\$ 178,600. <sup>00</sup>

**Front Page of Bond No. 2616990  
Issued in Accordance with Florida Statute 255.05  
For Public Work**

CONTRACTOR:	<b>H &amp; J Asphalt, Inc.</b> 4310 NW 35 <sup>th</sup> Avenue Miami, FL 33142 (305) 634-3342
SURETY COMPANY:	<b>Great American Insurance Company</b> 580 Walnut Street Cincinnati, OH 45202 (513) 369-5000
OWNER NAME:	Village of Palmetto Bay 9705 E Hibiscus Street Palmetto Bay, FL 33157
CONTRACTING PUBLIC ENTITY: (If different from the owner)	N/A
BOND AMOUNT:	\$447,106.85
CONTRACT NO., PROJECT:	Village wide street resurfacing
PROJECT LOCATION and/or LEGAL DESCRIPTION	

***This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.***

This is the front page of the bond, regardless of any page number(s) that may be pre-printed thereon.

Bid Form  
 Page 3 of 7  
 VILLAGEWIDE STREET RESURFACING FOR FY2010-2011

BID ITEM NO.	LOCATION OF STREET RESURFACING	QUANTITY	TOTAL COST
FY-1011-26	SW 151 ST FROM 72 CT TO END	240 Linear Feet	\$ 5,000. <sup>00</sup>
FY-1011-27	SW 151 ST FROM 69 CT TO END	350 Linear Feet	\$ 5,000. <sup>00</sup>
FY-1011-28	SW 149 TER FROM 71 AV TO 69 CT	1,030 Linear Feet	\$ 13,500. <sup>00</sup>
FY-1011-29	SW 148 TER FROM 71 AV TO OLD CUTLER RD	1,015 Linear Feet	\$ 13,500. <sup>00</sup>
FY-1011-30	SW 148 TER FROM 71 AV TO 69 CT	1,015 Linear Feet	\$ 13,500. <sup>00</sup>
FY-1011-31	SW 152 ST FROM SW 67 AV TO SPRUCE ST	2,040 Linear Feet	\$ 24,000. <sup>00</sup>
FY-1011-32	SW 144 ST FROM US1 TO SW 67 AV	12,000 Linear Feet	\$ 193,500. <sup>00</sup>
FY-1011-33	Adjust Manhole (This item is contingent upon field conditions and may be increased, decreased or eliminated by the engineer)	Each	\$ 300. <sup>00</sup>
FY-1011-34	Adjust existing valve boxes (This item is contingent upon field conditions and may be increased, decreased or eliminated by the engineer)	Each	\$ 200. <sup>00</sup>
FY-1011-35	Reflective Pavement Markers (Class B; Mono or Bi-Directional, all colors)	Each	\$ 2.85
FY-1011-36	Solid Traffic Stripe (White; 12")	Each	\$ 1.45
FY-1011-37	Solid Traffic Stripe (Yellow; 12")	Each	\$ 1.45
FY-1011-38	Thermoplastic Standard (White; 6")	Each	0.55
FY-1011-39	Thermoplastic Standard (Yellow; 6")	Each	0.55
<i>Subtotal (FY-1011-26 to FY1011-39)</i>			\$ 268,506.85
<i>Total</i>			\$ 447,106.85

**IMPORTANT NOTE:**

- QUANTITIES SHOWN ARE APPROXIMATIONS AND FOR COMPARISON PURPOSES ONLY.
- STREET RESURFACING IMPROVEMENTS MAY BE REDUCED OR INCREASED DEPENDANT UPON AVAILABLE FUNDING.

TOTAL BID AMOUNT IN FIGURES (LUMP SUM):

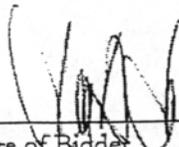
\$ 447,106.85

TOTAL BID AMOUNT (WRITTEN):

FOUR HUNDRED FORTY-SEVEN THOUSAND, ONE HUNDRED SIX DOLLARS and 85/100

H&J ASPHALT, INC

Name of Bidder



Signature of Bidder

Bid Form  
 Page 4 of 7

MISCELLANEOUS STREET RESURFACING SERVICES

BID ITEM NO.	DESCRIPTION	UNIT	TOTAL COST (\$)
MSR-1	Asphaltic Concrete (Type S; 1" Thick)	Ton	\$ 110. <sup>00</sup>
MSR-2	Milling Existing Pavement [(1") Payment for greater cuts will be paid proportionately]	Square Yards	\$ 2.50
MSR-3	Adjust Manhole (This item is contingent upon field conditions and may be increased, decreased or eliminated by the engineer)	Each	\$ 350. <sup>00</sup>
MSR-4	Adjust existing valve boxes (This item is contingent upon field conditions and may be increased, decreased or eliminated by the engineer)	Each	\$ 300. <sup>00</sup>
MSR-5	Reflective Pavement Markers (Class B; Mono or Bi-Directional, all colors)	Each	\$ 2.85
MSR-6	Temporary Pavement Marking (Directional Arrows)	Each	\$ 25. <sup>00</sup>
MSR-7	Thermoplastic (Directional Arrows)	Each	\$ 45. <sup>00</sup>
MSR-8	Temporary Pavement Marking (White/Yellow; Solid; 6")	Each	\$ 0.20
MSR-9	Thermoplastic (White/Yellow; Solid; 6")	Each	\$ 0.50
MSR-10	Temporary Pavement Marking (White; Solid; 8")	Each	\$ 0.30
MSR-11	Thermoplastic (White; Solid; 8")	Each	\$ 0.85
MSR-12	Temporary Pavement Marking (White; Solid; 12")	Each	\$ 0.50
MSR-13	Thermoplastic (White; Solid; 12")	Each	\$ 1.35
MSR-14	Temporary Pavement Marking (White/Yellow; Solid; 18")	Each	\$ 0.80
MSR-15	Thermoplastic (White/Yellow; Solid; 18")	Each	\$ 1.45
MSR-16	Temporary Pavement Marking (White; Solid; 24")	Each	\$ 1.00
MSR-17	Thermoplastic (White; Solid; 24")	Each	\$ 2.55
MSR-18	Temporary Pavement Marking Skip Traffic Stripe (4" White/Yellow; 6'-10' Skip)	Each	\$ 0.18
MSR-19	Thermoplastic Skip Traffic Stripe (4" White/Yellow; 6'-10' Skip)	Each	\$ 0.55
MSR-20	Temporary Pavement Marking Skip Traffic Stripe (4" White/Yellow; 10' Stripe; 30' Skip)	Each	\$ 0.18
MSR-21	Thermoplastic Skip Traffic Stripe (4" White/Yellow; 10' Stripe; 30' Skip)	Each	\$ 0.55
MSR-22	Thermoplastic Skip Traffic Stripe (4" White/Yellow)	Each	\$ 0.18

Bid Form  
 Page 5 of 7

MISCELLANEOUS STREET RESURFACING SERVICES

BID ITEM NO.	DESCRIPTION	UNIT	TOTAL COST (\$)
MSR-23	Temporary Pavement Marking Skip Traffic Stripe (6" White/Yellow; 10' Stripe; 30' Skip)	Each	\$ 0.20
MSR-24	Thermoplastic Skip Traffic Stripe (6" White/Yellow; 10' Stripe; 30' Skip)	Each	\$ 0.55
MSR-25	Re-Grade Existing Swale (Without Sod; when required by the Engineer)	Square Yards	\$ 5.00
MSR-26	Removal of existing pavement	Square Yards	\$ 5.00
MSR-27	Regular Excavation	Cubic Yards	\$ 5.00
MSR-28	Borrow Excavation (Contractor supplied, truck measurement; This item is contingent upon field conditions and may be increased, decreased, or eliminated by the Engineer)	Cubic Yards	\$ 9.00
MSR-29	Embankment for Road Build-up (Borrow material from Contractor's own source)	Cubic Yards	\$ 8.50
MSR-30	Embankment material for shoulder (Borrow material from Contractor's own source)	Cubic Yards	\$ 8.50
MSR-31	Sodding (Pensacola Bahia or match existing; includes watering)	Square Yards	\$ 3.50
MSR-32	Reset Existing Post and Sign	Each	\$ 220. <sup>00</sup>
MSR-33	36" Tubular Delineator	Each	\$ 7.00
MSR-34	Lime Rock Base	Square Yard	\$ 16.00
MSR-35	Response Time	Hours/Minutes	10 Hours

IMPORTANT NOTE:

- THE MISCELLANEOUS SERVICES LISTED ABOVE MAY BE REQUESTED THROUGHOUT THE LENGTH OF THIS (2011-PW-103) CONTRACT.

**Bid Form**  
**Page 6 of 7**

The following are requirements of this bid, as indicated below. Place a check mark in the "Enclosed" column as you complete and enclose each item. Requirements that do not apply to this Bid are denoted by "N/A".

REQUIRED	ENCLOSED	REQUIREMENT	REFERENCE SECTION
✓	✓	Mandatory Pre-Bid Conference	Section 2.5
✓	✓	Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services	Section 2.38
✓	✓	Bid Security	Section 2.27
✓	✓	Bidder Qualifications	Section 2.11
✓	✓	Copies of Bid and other Forms	Section 2.38
✓	✓	Insurance	Section 2.22
✓	✓	Licenses	Section 1.25
✓	✓	References	Section 2.9
✓	✓	Guarantee/ Warranty Information	Section 2.30

*This checklist is for your guidance only and does not necessarily constitute each and every requirement of this Bid. Please read the entire Bid thoroughly to ensure that your submission is complete.*

The undersigned Bidder hereby proposes and agrees that:

1. If this Bid is accepted, to enter into an agreement with the Village of Palmetto Bay 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 all subsequent documents, Contracts, or Agreements, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of the Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within fifteen (15) calendar days after the date of the Village's Notice of Intent to Award.

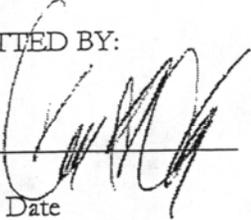
Bid Form  
Page 7 of 7

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. <u>1</u> | Dated: <u>03/02/11</u> |
| Addendum No. <u>2</u> | Dated: <u>03/11/11</u> |
| Addendum No. _____    | Dated: _____           |
| Addendum No. _____    | Dated: _____           |
- (b) Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

I certify that this bid, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions stated on this bid and all subsequent documents related to this bid, and certify that I am duly authorized to sign this bid for the Bidder.

SUBMITTED THIS 16 DAY OF MARCH 2011.

BID SUBMITTED BY:

  
\_\_\_\_\_  
Signature and Date

03/16/11

Vice President  
\_\_\_\_\_  
Title

Bruce A. Lorenzo  
\_\_\_\_\_  
Name

H & J Asphalt, Inc  
\_\_\_\_\_  
Company



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 1  
Amendment of RFQ No.: 2011-PW-103  
Title of Bid: Villagewide Street Resurfacing

Name of  
Proposer

HGT ASPHALT, INC

4310 NW 35 AVE

MIAMI, FL 33142

Date Addendum  
Received

03/02/11

Total Pages of Addendum including Acknowledgement

9

Signature

Please return acknowledgement of Addendum to the Village of Palmetto Bay Public Works Department via facsimile (305) 969-5091.

The addendum will also need to be submitted along with the remainder of the bid package. Bid submittals without the addendum will be considered unresponsive.



Mandatory Pre-Bid Meeting Sign In Sheet 2011-PW-103  
 Villagewide Street Resurfacing

March 2, 2011 @ 10:00 a.m.

Place of Meeting: Municipal Center

	Name (Print Name & Signature)	Phone Number	Company & Contact Info:	Email Address
1	Daniel Trascobares	305 885 1330	Metro Express, Inc. 9442 NW 109 St Webster, FL 32598	delio@metroexpresscorp.com
2	Antonio Garcia	305 6343342	H.T. ASPHALT.	
3	RON SCHOLES	305-235-6412	Ronco Ent. Inc.	Ronco Inc. @ AOL.COM
4	Daniel Lang	786 355-9234	big D engineering llc.	bigd@me.com
5	Troper Milman	(305) 696.7902	JVM Engineering Conf	estimating@jvaengineering.com
6	Jose Semprun	305-218-0370	General Asphalt Co, Inc 4350 NW 32nd Ave Hialeah FL 33016	jose@generalasphalt.com
7	Aur Serevi	756 285 9191	CEG CONSTRUCTIVE INC. 2451 NW 109 Ave #4 Miami 33172	art.senti@gmail.com
8				
9				
10				
11				
12				
13				
14				
15				



March 11, 2011

To: All Interested Parties

From: Corrice E. Patterson, Public Works Director  
Village of Palmetto Bay  
9495 SW 180<sup>th</sup> Street  
Palmetto Bay, Florida 33157

Re: Bid Solicitation 2011-PW-103  
Villagewide Street Resurfacing

ADDENDUM NO. 2

Please note the maximum Bid Security shall be 5% of \$250,000. Furthermore, if the proposed total bid amount is under \$250,000 the 5% Bid Security shall be based on the total bid amount.

*Karen Vasquez* from *H&J Asphalt* submitted the following question:

Question:

Is the total Budget for the Bid work is \$250,000 or could it go higher than \$250,000 under this Bid?

Response:

The proposed bid amount may be more than \$250,000 however, the total budget this Fiscal Year (October 1, 2010 to September 30, 2011) for street resurfacing is \$250,000. In addition, street resurfacing improvements may be reduced or increased dependant upon available funding as stated on Bid Form page 3 of 7, under the Important Note Section.

*Jorge Lorenzo* from *H&J Asphalt* submitted the following question:

Question:

In reference to the abovementioned project (Palmetto Bay Project No. 2011-PW-103), I need to know if the items for the striping are by linear feet or a lump sum for the entire job.

Response:

The striping line items (FY1011-36 through FY1011-39) are lump sum for the entire project, which consists of line items FY1011-1 through FY1011-32.

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. This addendum will also need to be submitted along with the remainder of the bid package. Bid submittals without the addendum will be considered unresponsive.

Thank you for your participation in our bidding process.

Corrice E. Patterson, Director of Public Works  
Village of Palmetto Bay

Village of Palmetto Bay • Department of Public Works  
9495 Southwest 180<sup>TH</sup> Street, Palmetto Bay, Florida 33157  
Tel: 305.969.5011 • Fax: 305.969.5091



Acknowledgement of  
Addendum of Solicitation

Amendment/Modification No.: 2  
Amendment of RFQ No.: 2011-PW-103  
Title of Bid: Villagewide Street Resurfacing

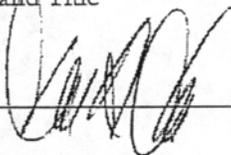
Company Name of Proposer H & J ASPHALT, INC

Date Addendum Received 03/11/11

Total Pages of Addendum including Acknowledgement 2

JORGE A. LORENZO | VICE PRESIDENT

Print Name and Title

Signature 

Please return acknowledgement of Addendum to the Village of Palmetto Bay Public Works Department via facsimile (305) 969-5091.

The addendum will also need to be submitted along with the remainder of the bid package. Bid submittals without the addendum will be considered unresponsive.

QUALIFYING TRADE(S)

0007 PAVING ENGINEERING  
0010 LAND CLEAR & GRUBBY

Herminio F. Gonzalez P.E. *Herminio F. Gonzalez*  
Secretary of the Board

[www.miamidade.gov/buildingcode](http://www.miamidade.gov/buildingcode)

**VALID FOR CONTRACTING**

Miami-Dade County Building Code Compliance Office  
retains all property rights to this card, if found please mail this card to:  
BCCO 140 W Flagler St. Suite 1603 Miami, FL 33130



**CTQB**

Construction Trades Qualifying Board  
BUSINESS CERTIFICATE OF COMPETENCY

**E99800**

H & J ASPHALT INC.  
MIAMI-DADE  
D.B.A.

*Lorenzo Jorge*

LORENZO JORGE

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

**VALID FOR CONTRACTING UNTIL 09/30/2011**



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

GARCIA, JORGE LUIS  
H & J ASPHALT INC  
4310 NW 35 AVENUE  
MIAMI

FL 33142

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 doctors 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 more information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). Here 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

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD  
SEQ# 110072793102

DATE	BATCH NUMBER	LICENSE NUMBER
8/27/2010	090461393	CGR1513867

CERTIFIED GENERAL CONTRACTOR  
GARCIA, JORGE LUIS  
H & J ASPHALT INC  
4310 NW 35 AVENUE  
MIAMI, FL 33142  
ISSUED UNDER THE PROVISIONS OF CHAPTER 489, F.S.  
EXPIRES: AUG 31, 2012

CHARLIE CRYST  
GOVERNOR

CHARLIE ALIEM  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST  
1st FLOOR  
MIAMI, FL 33130

2010 LOCAL BUSINESS TAX RECEIPT 2011  
MIAMI-DADE COUNTY, STATE OF FLORIDA  
EXPIRES SEPT 30, 2011  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER BA - ART. 9 & 30

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

504949-9  
BUSINESS NAME / LOCATION  
H & J ASPHALT INC  
4310 NW 35 AVE  
33142 UNIN DADE COUNTY

THIS IS NOT A BILL - DO NOT PAY

RENEWAL

RECEIPT NO. 527350-3  
CC # E99800

OWNER  
H & J ASPHALT INC

Sec. Type of Business  
196 SPECIALTY ENGINEERING CONTRACT WORKER/S  
10

THIS IS ONLY A LOCAL  
BUSINESS TAX RECEIPT. IT  
DOES NOT PERMIT THE  
HOLDER TO VIOLATE ANY  
EXISTING REGULATORY OR  
ZONING LAWS OF THE  
COUNTY OR CITIES. NOR  
DOES IT EXEMPT THE  
HOLDER FROM ANY OTHER  
PERMIT OR LICENSE  
REQUIRED BY LAW. THIS IS  
NOT A CERTIFICATION OF  
THE HOLDER'S QUALIFICA-  
TIONS.

DO NOT FORWARD

H & J ASPHALT INC  
HUMBERTO LORENZO PRES  
4310 NW 35 AVE  
MIAMI FL 33142

PAYMENT RECEIVED  
THE MIAMI-DADE COUNTY TAX  
COLLECTOR

PAYM  
MIAM  
COLL  
08/06/2010  
60040000123  
000075.00

37

SEE OTHER SIDE

SEE OTHER SIDE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/8/2011

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  
Wells Fargo Insurance Services USA, Inc  
2601 S Bayshore Drive  
Suite 1600  
Coconut Grove FL 33133

CONTACT NAME:  
PHONE (A/C No. Ext): (305) 443-4886 FAX (A/C. No.): (305) 441-0460  
E-MAIL ADDRESS:  
PRODUCER CUSTOMER ID#:

INSURED  
& J Asphalt, Inc.  
310 NW 35th Avenue  
Miami FL 33142

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Insurance Co of the St of PA	
INSURER B:	Everest National Insurance Co	
INSURER C:	Phoenix Ins Co / Travelers	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: Cert ID 190552 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.

TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	INSR	WVD					
GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			4376353	12/15/2010	12/15/2011	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
AGGREGATE LIMIT APPLIES PER:						Employers Liability	\$ 1,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
AUTOMOBILE LIABILITY						BODILY INJURY (Per person)	\$
<input checked="" type="checkbox"/> ANY AUTO			8263762	12/15/2010	12/15/2011	BODILY INJURY (Per accident)	\$
<input type="checkbox"/> ALL OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/> SCHEDULED AUTOS							\$
<input type="checkbox"/> HIRED AUTOS							\$
<input type="checkbox"/> NON-OWNED AUTOS							\$
UMBRELLA LIAB	<input checked="" type="checkbox"/>					EACH OCCURRENCE	\$ 5,000,000
EXCESS LIAB	<input type="checkbox"/>		71C4000583-101	12/15/2010	12/15/2011	AGGREGATE	\$ 5,000,000
DEDUCTIBLE							\$
RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			6988259	12/15/2010	12/15/2011	OTHER	
If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					E.L EACH ACCIDENT	\$ 500,000
	<input type="checkbox"/>	N/A				E.L DISEASE - EA EMPLOYEE	\$ 500,000
						E.L DISEASE - POLICY LIMIT	\$ 500,000
Leased Equipment			QT6606717M563TIL10	12/15/2010	12/15/2011	Scheduled:	\$2,253,817
						Leased:	\$100,000

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

CERTIFICATE HOLDER  
& J Asphalt, Inc  
310 NW 35th Avenue  
Miami FL 33142

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE  
*[Signature]*

## H &amp; J Asphalt Inc

## Jobs

FDOT	Amount	Description	Letting Date	Contract Dates
T6100	\$ 1,135,984.25	SR 973 / LEJEUNE ROAD FROM SR 5 /US 1 TO SR 90 / SW 8th ST	7/27/2005	120 Days
T6064	\$ 2,812,760.31	SR 9 / SW 27th AVE From SW 28th Lane to SW 8th ST	3/30/2005	200 Days
T6052	\$ 593,652.80	SR 968 / SW 1st ST From SW 22nd AVE to SW 17 AVE	8/27/2004	120 Days
T6117	\$ 1,036,763.00	SR 7 @ Various Locations	4/25/2007	180 Days
T6136	\$ 1,297,442.00	SR A1A, SR 112 & SR 907 FROM Sunny Isles to Lehaman CSWY	6/20/2007	240 Days
T6128	\$ 4,500,000.00	SR 973 ( Gallaway RD) From SW 96th ST to SW 41st ST	9/26/2007	300 Days
T6176	\$ 3,329,696.00	SR 976 ( SW 40th ST) From SW 57th AVE TO a point West of SW 38th AVE	6/17/2009	280 Days



4310 NW 35th Ave  
Miami, FL 33142  
Telephone: 305-634-3342  
Facsimile: 305-634-3313  
Email: hjasph@bellsouth.net

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March 16, 2011

Village of Palmetto Bay  
Public Works Department  
Attn: Corrice E. Patterson  
Public Works Director  
9495 SW 180<sup>th</sup> ST  
Palmetto Bay, FL 33157

Reference: Bid Solicitation 2011-PW-103

Subject: Warranty Letter

By the foregoing, H & J Asphalt, Inc agrees to furnish a one (1) year warrantee to replace, repair or make good, without cost to the Village, any defects or faults arising from after the acceptance of work and materials furnished hereunder resulting from imperfect or defective work done or materials furnished by the contractor.

If you have any questions, please feel free to contact us.

Sincerely,

*Jonathan J. Pimentel*

Jonathan J. Pimentel  
Qc Manager/ H & J Asphalt, Inc  
MB: 786-295-3952

# INVITATION TO BID

Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, Florida 33157



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## BIDDING REQUIREMENTS, CONTRACT FORMS & CONDITIONS VILLAGEWIDE STREET RESURFACING

**BID NUMBER:**  
2011 - PW - 103

**BID OPENING:**  
March 16<sup>th</sup>, 2011

**ISSUED:**  
February 22<sup>nd</sup>, 2011

### VILLAGE OF PALMETTO BAY CONTACT PERSONS:

Ms. Corrice E. Patterson, Public Works Director  
Mrs. Kristy Bada, Public Works Administrative Assistant  
Palmetto Bay Public Works Department  
Phone: 305-969-5011

### VILLAGE COUNCIL:

Mayor Shelley Stanczyk

Vice Mayor Brian W. Pariser  
Council Member Patrick Fiore  
Council Member Howard J. Tendrich  
Council Member Joan S. Lindsay

Ron E. Williams, Village Manager

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BID# 2011-PW-103  
VILLAGEWIDE STREET RESURFACING

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VILLAGE OF PALMETTO BAY  
NOTICE OF INVITATION TO BID#: 2011-PW-103  
VILLAGEWIDE STREET RESURFACING

The Village of Palmetto Bay is currently soliciting bids for Villagewide Street Resurfacing.

Sealed bids will be received by the Village Clerk at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00 p.m. on or before Wednesday, March 16, 2011, at which time they will be publicly opened and read aloud in the Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. To be considered, all interested parties must request and purchase a copy of the bid documents and submit an original and four (4) copies of the required information and documents in one (1) sealed package clearly marked with the bid title. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to the bid. A bid security in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Instructions to Bidders.

A mandatory, pre-bid meeting is scheduled for Wednesday, March 2, 2011 at 10:00 a.m. at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Tuesday, February 22, 2011 after 8:30 a.m. at the Public Works Facility, 9495 SW 180<sup>th</sup> Street, Palmetto Bay, FL 33157. A \$30.00 non-refundable deposit per set of documents is required, in the form of check, money order or cashier's check, made payable to Village of Palmetto Bay.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

Interested, qualified firms can obtain information by contacting the Public Works Department at (305) 969-5011.

## INSTRUCTION TO BIDDERS

### 1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

### 2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, stated in the Advertisement to Bid may be obtained from Owner (unless another issuing office is designated in the Advertisement or Invitation to Bid).
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner assumes any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents.
- 2.3 Owner in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### 3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. All licenses and authority to conduct business in the relevant jurisdiction must be obtained by Bid date.

### 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents & Project Specifications thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder'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 Bidder'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 Bidder is not responsible for the design of the Project; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) familiarize 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; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain 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 Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 4.2 The lands upon which the Work is to be performed rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## 5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing, or the Bidder shall be deemed to have waived all claims associated therewith. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received after **3:00PM on March 13th, 2011** will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be considered or relied upon by the Bidder. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Owner within seventy-two (72) hours prior to bid opening. Failure to submit written questions regarding the Project Specifications or Drawings seventy-two (72) hours prior to bid opening shall constitute a waiver of all claims associated herewith.

## 6. BID SECURITY

- 6.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 1.26 of the General Conditions.
- 6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Owner may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh

day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

**7. CONTRACT TIME**

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is included in the Agreement.

**8. LIQUIDATED DAMAGES**

Provisions for liquidated damages are set forth in the Contract.

**9. SUBSTITUTE MATERIAL AND EQUIPMENT**

The Contract, if awarded, will be on the basis of material and equipment described in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Project Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Village, application for such acceptance will not be considered by the Village until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by the Village is set forth in paragraph 1.27 of the General Conditions which may be supplemented in the Supplementary Conditions.

**10. SUBCONTRACTORS, ETC.**

10.1 In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and

qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner or Village after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder and the Bid Security of that Bidder shall be forfeited. Any Subcontractor, other person or organization so listed and to whom Owner or Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Village. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.

- 10.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.
- 10.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

## 11. BID FORM

- 11.1 The Bid Form is attached hereto; additional copies may be obtained from the Village.
- 11.2 Bid Forms must be completed in ink or by typewriter. The Bid Price of each item on the Bid Form must be stated in words and numerals. Contractor must bid on all alternates in the Bid Form.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Corporations must be authorized to do business in the State of Florida.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address to which communications regarding the Bid are to be directed must be shown.

**12. SUBMISSION OF BIDS**

Bids shall be submitted at the time and place indicated in the Invitation to Bid. All interested parties must request and purchase a copy of the bid documents and submit an original and four (4) copies enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Late submittals and facsimile submissions will not be considered. Any Bids received after the stated time of the Bid opening shall be deemed non-responsive. The respondent shall bear all cost associated with the preparation and submission of the response to the bid.

**13. MODIFICATION AND WITHDRAWAL OF BIDS**

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

**14. OPENING OF BIDS**

Bids will be opened publicly.

- 14.1 When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

**15. BIDS TO REMAIN OPEN**

All Bids shall remain open for 120 days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

**16. AWARD OF CONTRACT**

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all irregularities and

to negotiate contract terms with the Successful Bidder, and the right to disregard and/or reject all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words.

- 16.2 In evaluating Bids, Owner shall consider the qualifications and responsibility of the Bidders. THE VILLAGE AT ITS SOLE DISCRETION SHALL AWARD THE CONTRACT BASED ON CONSIDERATIONS OF RESPONSIVENESS, RESPONSIBILITY, QUALIFICATIONS AND THE TOTAL BID AMOUNT.
- 16.3 Owner will consider the qualifications, responsibility and experience of the Contractor, Subcontractors, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for all portions of the Work. The identity of Subcontractors and other persons and organizations must be submitted as provided in the Instructions to Bidders and other Contract Documents. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment will also be considered by Owner.
- 16.4 Owner will conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Village. Owner may reject any Bid if in the Owner's sole discretion it is determined that any Bidder, Subcontractor or other persons or organizations proposed for the Work are deemed irresponsible or not qualified.
- 16.5 At the sole discretion of the Owner, the Owner reserves the right to reject the Bid of any Bidder based upon the evaluation noted in Section 16.4 above. References will NOT be limited to those submitted by the Contractor.
- 16.6 If the contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and/or the Village. The contract will be awarded to one vendor only. The contract will not be split.
- 16.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Intent to Award within 15 days after the day of the Bid opening.

## 17. PERFORMANCE AND OTHER BONDS

Paragraph 1.26 of the General Conditions and Paragraph 2.27 of the Special Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful

Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Payment and Performance Bonds.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by at least four unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter, Contractor shall sign and deliver at least four counterparts of the Agreement to Owner with all other Contract Documents attached. Within fifteen days thereafter, Owner will deliver all fully signed counterparts to Contractor.

END OF SECTION

<b>Bid Form</b> <b>Page 1 of 7</b>	
<b>Deliver Bid to:</b> Village Clerk - Meighan Alexander, Village of Palmetto Bay 9705 E. Hibiscus Street Palmetto Bay, FL 33157	<b>Bid #-2011-PW-103</b>  Villagewide Street Resurfacing
To be opened and publicly read, March 16 <sup>th</sup> , 2011, at 3:00 P.M.	
Bidder Name:	Phone Number:
Mailing Address:	Fax Number:
Village, State, & Zip Code:	Toll Free Number:
Bid Contact Person: (Please print clearly)	F.E.I.D. Number:
Bid Bond Enclosed in the amount of: (When Required)	Email Address:

*Replaced by addendum #1*

Bid Form  
 Page 2 of 7  
 VILLAGEWIDE STREET RESURFACING FOR FY2010-2011

BID ITEM NO.	LOCATION OF STREET RESURFACING	QUANTITY	TOTAL COST
FY-1011-1	SW 81AV FROM 140 TER TO 141 TER	630 Linear Feet	\$
FY-1011-2	SW 80 AV FROM 144 ST TO 140 TER	1,140 Linear Feet	\$
FY-1011-3	SW 78 CT FROM 143 ST TO 141 TER	400 Linear Feet	\$
FY-1011-4	SW 78 CT FROM 144 ST TO 143 ST	300 Linear Feet	\$
FY-1011-5	SW 79 AV FROM 141 TER TO END	350 Linear Feet	\$
FY-1011-6	SW 79 CT FROM 142 ST TO 143 ST	410 Linear Feet	\$
FY-1011-7	SW 79 CT FROM 144 ST TO 143 ST	330 Linear Feet	\$
FY-1011-8	SW 79 CT FROM 141 TER TO 142 ST	255 Linear Feet	\$
FY-1011-9	SW 143 ST FROM 82 AV TO 80 AV	650 Linear Feet	\$
FY-1011-10	SW 143 ST FROM 78 CT TO 79 CT	690 Linear Feet	\$
FY-1011-11	SW 142 TER FROM 81 AV TO 82 AV	300 Linear Feet	\$
FY-1011-12	SW 142 TER FROM 81 AV TO 80 AV	450 Linear Feet	\$
FY-1011-13	SW 142 ST FROM 79 CT TO 80 AV	390 Linear Feet	\$
FY-1011-14	SW 141 TER FROM 79 AV TO 79 CT	320 Linear Feet	\$
FY-1011-15	SW 141 TER FROM 78 CT TO 79 AV	315 Linear Feet	\$
FY-1011-16	SW 140 TER FROM 81 AV TO 82 AV	465 Linear Feet	\$
FY-1011-17	SW 140 TER FROM 81 AV TO 80 AV	240 Linear Feet	\$
FY-1011-18	SW 140 TER FROM 141 TER TO 80 AV	300 Linear Feet	\$
FY-1011-19	SW 72 CT FROM 152 ST TO 156 ST	1,400 Linear Feet	\$
FY-1011-20	SW 72 CT FROM 151 ST TO END	595 Linear Feet	\$
FY-1011-21	SW 72 CT FROM 152 ST TO 151 ST	340 Linear Feet	\$
FY-1011-22	SW 72 AV FROM 152 ST TO 156 ST	1,400 Linear Feet	\$
FY-1011-23	SW 71 CT FROM 152 ST TO END	485 Linear Feet	\$
FY-1011-24	SW 69 CT FROM 148 TER TO 149 TER	440 Linear Feet	\$
FY-1011-25	SW 69 CT FROM 151 ST TO 152 ST	400 Linear Feet	\$
<b>Subtotal (FY-1011-1 to FY1011-25)</b>			\$

Replaced by  
 Addendum # 1

Bid Form  
 Page 3 of 7

VILLAGEWIDE STREET RESURFACING FOR FY2010-2011

BID ITEM NO.	LOCATION OF STREET RESURFACING	QUANTITY	TOTAL COST
FY-1011-26	SW 69 CT FROM 149 TER TO 151 ST	500 Linear Feet	\$
FY-1011-27	SW 156 ST FROM OLD CUTLER RD TO 72 CT	320 Linear Feet	\$
FY-1011-28	SW 156 ST FROM 72 AV TO 72 CT	325 Linear Feet	\$
FY-1011-29	SW 151 ST FROM 72 CT TO END	240 Linear Feet	\$
FY-1011-30	SW 151 ST FROM 69 CT TO END	350 Linear Feet	\$
FY-1011-31	SW 149 TER FROM 71 AV TO 69 CT	1,030 Linear Feet	\$
FY-1011-32	SW 148 TER FROM 71 AV TO OLD CUTLER RD	1,015 Linear Feet	\$
FY-1011-33	SW 148 TER FROM 71 AV TO 69 CT	1,015 Linear Feet	\$
FY-1011-34	SW 152 ST FROM SW 67 AV TO SPRUCE ST	2,040 Linear Feet	\$
FY-1011-35	SW 144 ST FROM US1 TO SW 67 AV	12,000 Linear Feet	\$
FY-1011-36	Adjust Manhole (This item is contingent upon field conditions and may be increased, decreased or eliminated by the engineer)	Each	\$
FY-1011-37	Adjust existing valve boxes (This item is contingent upon field conditions and may be increased, decreased or eliminated by the engineer)	Each	\$
FY-1011-37	Reflective Pavement Markers (Class B; Mono or Bi-Directional, all colors)	Each	
FY-1011-37	Solid Traffic Stripe (White; 12")	Each	
FY-1011-37	Solid Traffic Stripe (Yellow; 12")	Each	
FY-1011-37	Thermoplastic Standard (White; 6")	Each	
FY-1011-37	Thermoplastic Standard (Yellow; 6")	Each	
<i>Subtotal (FY-1011-26 to FY1011-37)</i>			\$
<i>Total</i>			\$

**IMPORTANT NOTE:**

- QUANTITIES SHOWN ARE APPROXIMATIONS AND FOR COMPARISON PURPOSES ONLY.
- STREET RESURFACING IMPROVEMENTS MAY BE REDUCED OR INCREASED DEPENDANT UPON AVAILABLE FUNDING.

TOTAL BID AMOUNT IN FIGURES (LUMP SUM):  
 TOTAL BID AMOUNT (WRITTEN):

\$ \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Name of Bidder

Signature of Bidder

Replaced by  
 Addendum #1

Bid Form  
 Page 4 of 7

MISCELLANEOUS STREET RESURFACING SERVICES

BID ITEM NO.	DESCRIPTION	UNIT	TOTAL COST (\$)
MSR-1	Asphaltic Concrete (Type S; 1" Thick)	Ton	\$
MSR-2	Milling Existing Pavement [(1") Payment for greater cuts will be paid proportionately]	Square Yards	\$
MSR-3	Adjust Manhole (This item is contingent upon field conditions and may be increased, decreased or eliminated by the engineer)	Each	\$
MSR-4	Adjust existing valve boxes (This item is contingent upon field conditions and may be increased, decreased or eliminated by the engineer)	Each	\$
MSR-5	Reflective Pavement Markers (Class B; Mono or Bi-Directional, all colors)	Each	\$
MSR-6	Temporary Pavement Marking (Directional Arrows)	Each	\$
MSR-7	Thermoplastic (Directional Arrows)	Each	\$
MSR-8	Temporary Pavement Marking (White/Yellow; Solid; 6")	Each	\$
MSR-9	Thermoplastic (White/Yellow; Solid; 6")	Each	\$
MSR-10	Temporary Pavement Marking (White; Solid; 8")	Each	\$
MSR-11	Thermoplastic (White; Solid; 8")	Each	\$
MSR-12	Temporary Pavement Marking (White; Solid; 12")	Each	\$
MSR-13	Thermoplastic (White; Solid; 12")	Each	\$
MSR-14	Temporary Pavement Marking (White/Yellow; Solid; 18")	Each	\$
MSR-15	Thermoplastic (White/Yellow; Solid; 18")	Each	\$
MSR-16	Temporary Pavement Marking (White; Solid; 24")	Each	\$
MSR-17	Thermoplastic (White; Solid; 24")	Each	\$
MSR-18	Temporary Pavement Marking Skip Traffic Stripe (4" White/Yellow; 6'-10' Skip)	Each	\$
MSR-19	Thermoplastic Skip Traffic Stripe (4" White/Yellow; 6'-10' Skip)	Each	\$
MSR-20	Temporary Pavement Marking Skip Traffic Stripe (4" White/Yellow; 10' Stripe; 30' Skip)	Each	\$
MSR-21	Thermoplastic Skip Traffic Stripe (4" White/Yellow; 10' Stripe; 30' Skip)	Each	\$
MSR-22	Thermoplastic Skip Traffic Stripe (4" White/Yellow)	Each	\$

Replaced by  
 addendum #1

Bid Form Page 5 of 7 <b>MISCELLANEOUS STREET RESURFACING SERVICES</b>			
BID ITEM NO.	DESCRIPTION	UNIT	TOTAL COST (\$)
MSR-23	Temporary Pavement Marking Skip Traffic Stripe (6" White/Yellow, 10' Stripe; 30' Skip)	Each	\$
MSR-24	Thermoplastic Skip Traffic Stripe (6" White/Yellow, 10' Stripe; 30' Skip)	Each	\$
MSR-25	Re-Grade Existing Swale (Without Sod; when required by the Engineer)	Square Yards	\$
MSR-26	Removal of existing pavement	Square Yards	\$
MSR-27	Regular Excavation	Cubic Yards	\$
MSR-28	Borrow Excavation (Contractor supplied, truck measurement; This item is contingent upon field conditions and may be increased, decreased, or eliminated by the Engineer)	Cubic Yards	\$
MSR-29	Embankment for Road Build-up (Borrow material from Contractor's own source)	Cubic Yards	\$
MSR-30	Embankment material for shoulder (Borrow material from Contractor's own source)	Cubic Yards	\$
MSR-31	Sodding (Pensacola Bahia or match existing; includes watering)	Square Yards	\$
MSR-32	Reset Existing Post and Sign	Each	\$
MSR-33	36" Tubular Delineator	Each	\$
MSR-34	Lime Rock Base	Square Yard	\$
MSR-35	Response Time	Hours/Minutes	

**IMPORTANT NOTE:**

- THE MISCELLANEOUS SERVICES LISTED ABOVE MAY BE REQUESTED THROUGHOUT THE LENGTH OF THIS (2011-PW-103) CONTRACT.

Replaced by  
 addendum #1

**Bid Form**  
**Page 6 of 7**

The following are requirements of this bid, as indicated below. Place a check mark in the "Enclosed" column as you complete and enclose each item. Requirements that do not apply to this Bid are denoted by "N/A".

REQUIRED	ENCLOSED	REQUIREMENT	REFERENCE SECTION
✓		Mandatory Pre-Bid Conference	Section 2.5
✓		Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services	Section 2.38
✓		Bid Security	Section 2.27
✓		Bidder Qualifications	Section 2.11
✓		Copies of Bid and other Forms	Section 2.38
✓		Insurance	Section 2.22
✓		Licenses	Section 1.25
✓		References	Section 2.9
✓		Guarantee/ Warranty Information	Section 2.30

*This checklist is for your guidance only and does not necessarily constitute each and every requirement of this Bid. Please read the entire Bid thoroughly to ensure that your submission is complete.*

The undersigned Bidder hereby proposes and agrees that:

1. If this Bid is accepted, to enter into an agreement with the Village of Palmetto Bay 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 all subsequent documents, Contracts, or Agreements, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of the Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within fifteen (15) calendar days after the date of the Village's Notice of Intent to Award.

*Replaced by  
 Addendum #1*

**Bid Form**  
**Page 7 of 7**

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. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_
  - (b) Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

I certify that this bid, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions stated on this bid and all subsequent documents related to this bid, and certify that I am duly authorized to sign this bid for the Bidder.

SUBMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

BID SUBMITTED BY:

\_\_\_\_\_

Signature and Date

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Company

*\* Replaced by  
Addendum #1*

Village of Palmetto Bay, Florida  
Villagewide Street Resurfacing  
Bid No. 2011-PW-103

BID SECURITY FORM (BID # 2011-PW-103)  
VILLAGEWIDE STREET RESURFACING

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of Five Percent of Bid Amount Dollars (\$ 5% of Bid Amount ), according to the provisions and conditions of the bid/specifications package for the Palmetto Bay Villagewide Street Resurfacing (Bid # 2011-PW-103).

Company: H & J Asphalt, Inc.  
Name: JERGE A. LORENZO  
Signature: [Signature]  
Title/Position: VICE PRESIDENT

TO THE VILLAGE OF PALMETTO BAY:

That we, H & J Asphalt, Inc., as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as obligee, hereinafter called Village, in the penal sum of Five Percent of Bid Amount Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that in case of failure on the part of the Principal & Company to execute said contract and bond under the conditions of this Bid within ten (10) days after receipt of contract, the accompanying Bid Security, made payable to the Village, of not less than five percent (5%) of the base bid, shall be forfeited as liquidated damages; otherwise, said Guarantee is to be returned to the undersigned upon delivery of executed Contract and satisfactory Performance Security (Bond).

SIGNED, SEALED AND DATED THIS 16th DAY OF March, 2011.

Federal Tax I.D.# \_\_\_\_\_ Contractor License I.D.#: \_\_\_\_\_

Principal H & J Asphalt, Inc. Surety Great American Insurance Company

**Drug-Free Workplace Certification**

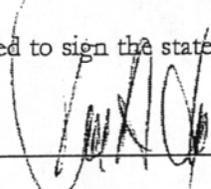
Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program 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 business' 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 of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee 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 (5) 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.

Bidder's Signature: \_\_\_\_\_

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

  
JOSE A. LORENZO | VICE PRESIDENT



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

1. Governmental References:  
List other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years.

Name of Agency: Florida Dept of Transportation  
Address: 1000 NW 111 Ave, Miami, FL 33172  
Telephone No.: ~~305-470-5404~~ 3-499-2370  
Contact Person: MARLO CABRERA  
Type of Project: Milling, Resurfacing, Drainage, Excavation, Signalization, Signs

Name of Agency: Miami Made Public Works  
Address: Stephen P. Clark Center, 111 NW 1st St, 16th Floor, Miami, FL 33128  
Telephone No.: 305-375-2694  
Contact Person: Joaquin Rabusa  
Type of Project: Milling, Asphalt, Striping, Signalization

Name of Agency: CITY OF MIAMI, Capital Improvement Program  
Address: 400 SW 2nd Ave, Miami, FL 33130  
Telephone No.: 305-416-1280  
Contact Person: ERIC RUSH  
Type of Project: Asphalt, Drainage, Concrete, Earthwork

Name of Agency: Town of Cutler Bay  
Address: 10720 Caribbean Blvd  
Telephone No.: 305-234-4762  
Contact Person: Ralph Casals  
Type of Project: ~~Ralph Casals~~ Milling, Asphalt, Concrete, Striping

Name of Agency: Village of Palmetto Bay  
Address: 8950 SW 152nd St, Palmetto Bay, FL 33157  
Telephone No.: 305-259-1234  
Contact Person: Nanny Casals  
Type of Project: ~~Nanny Casals~~ Milling, Asphalt, Concrete, Striping

Name of Agency: Village of Key Biscayne  
Address: 88 W. McIntire Street, Key Biscayne, FL 33149  
Telephone No.: 305-365-5511  
Contact Person: ARMANDO NUÑEZ  
Type of Project: Milling & Resurfacing

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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 VILLAGE OF PALMETTO BAY, FLORIDA

by: JOSE A. LORENZO / VICE PRESIDENT  
(print individual's name and title)

for: H & J ASPHALT, INC  
(print name of entity submitting sworn statement)

whose business address is: 4310 NW 35th AVE, MIAMI, FL 33142

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0024320

(If the entity has no FEIN, include the 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 contractor 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, transportation, communications, access to facilities, renovations, and new construction.

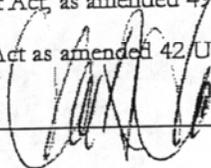
The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title 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, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3901-3631.

  
\_\_\_\_\_  
Signature

Sworn to and subscribed before me this 15th day of October 2011.

Personally known X

Village of Palmetto Bay, Florida  
Villagewide Street Resurfacing  
Bid No. 2011-PW-103

---

OR

Produced identification \_\_\_\_\_

Notary Public - State of Florida

\_\_\_\_\_

My commission expires: Nov. 4/2011

Type of Identification

Maria Alejandra Gomez

Printed, typed or stamped commissioned name of notary public



Maria Alejandra Gomez  
COMMISSION # DD712761  
EXPIRES: NOV. 04, 2011  
WWW.AARONNOTARY.com

**BUSINESS ENTITY AFFIDAVIT  
 (VENDOR / BIDDER DISCLOSURE)**

I, Jorge A. Lorenzo being first duly sworn state:

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

65-0024320

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

H&J ASPHALT, INC

*Name of Entity, Individual, Partners or Corporation*

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

<i>Street Address</i>	<i>Suite</i>	<i>Village</i>	<i>State</i>	<i>Zip Code</i>
<u>4310 NW 35 Ave</u>		<u>MIAMI</u>	<u>FL</u>	<u>33142</u>

**OWNERSHIP DISCLOSURE AFFIDAVIT**

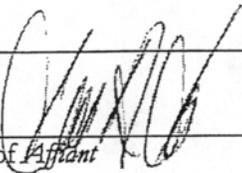
1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction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

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>HUMBERTO LORENZO JR</u>	<u>7538 SW 64ST MIAMI, FL 33143</u>	<u>37.75</u> % <u>JL</u>
<u>JORGE A. LORENZO</u>	<u>3148 NW 98 CT MIAMI, FL 33172</u>	<u>37.75</u> % <u>JL</u>
<u>HUMBERTO LORENZO SR</u>	<u>7891 SW 88 CT MIAMI, FL 33173</u>	<u>24.5</u> % <u>JL</u>

Village of Palmetto Bay, Florida  
Villagewide Street Resurfacing  
Bid No. 2011-PW-103

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

NOT applicable (none)



Signature of Affiant

03/16/11  
Date

JOELLE A. LORENZO  
Print Name

Sworn to and subscribed before me this 15<sup>th</sup> day of March, 2011.

Personally known X

OR  
Produced identification \_\_\_\_\_

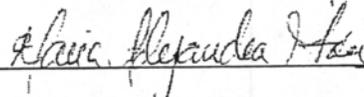
Notary Public - State of FLORIDA

My commission expires: Nov. 4/2011

Type of identification



Maria Alejandra Gomez  
COMMISSION # 00712761  
EXPIRES: NOV. 04, 2011  
WWW.AARONNOTARY.COM



*Printed, typed or stamped commissioned name of notary public*

NOTICE OF INTENT TO AWARD

TO: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

Project: Villagewide Street Resurfacing

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of:

\_\_\_\_\_  
\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) submitted to the Village of Palmetto Bay (Owner) on \_\_\_\_\_ (Date).

Four (4) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract and the requirement for providing the Performance and Payment Bonds for the Project. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contract and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Invitation to Bid met within fifteen (15) consecutive calendar days from \_\_\_\_\_ (Date).

Sincerely yours,

By: \_\_\_\_\_  
Corrice Patterson, Public Works Director

AGREEMENT ("CONTRACT")

BETWEEN OWNER AND CONTRACTOR

THIS CONTRACTOR 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 sometimes called the "OWNER" or VILLAGE"), and H E J ASPHALT, INC (hereinafter sometimes called the "CONTRACTOR").

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

Street Resurfacing for the Village (Contract No.2011-PW-103) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to provide street resurfacing in the Village of Palmetto Bay.

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

**VILLAGEWIDE STREET RESURFACING**

**Article 2. CONTRACT TIME.**

- 2.1 The Work will be completed within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.21 of the General Conditions. Substantial completion within 60 calendar days and Final completion within 90 calendar days from notice to proceed.
- 2.2 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. 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 One Thousand Two Hundred and 00/100 dollars (\$1,200.00) for each day that expires after the time specified in Paragraph 3.1 for Final Completion. 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 3. CONTRACT PRICE.**

- 3.1 The contractor warrants by virtue of bidding that prices quoted shall remain fixed and firm during the term of this contract.
- 3.2 The estimated expenditures for this contract are two hundred and fifty thousand dollars (\$250,000). This is an estimated amount; however, the Village may increase or reduce the amount of this contract based on availability of budgeted funds. The total estimated expenditures include the budget for the Public Works Department road paving and repair.

Contract Price: \$ 447,106.85

Contract Price (in words): FOUR HUNDRED FORTY SEVEN THOUSAND,  
ONE HUNDRED SIX DOLLARS and 85/100

**Article 4. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Section 2.8 of the Special Conditions. Applications for Payment will be processed by Village of Palmetto Bay as provided in the Special Conditions.

4.1. 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 Village of Palmetto Bay, on or before the 28th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 2.8 of the Special Conditions and the requirements of the Contract Documents.

4.1.1 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.

4.2. Final Payment. Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as following written final acceptance of work as provided in said paragraph 2.8 of the Special Conditions.

**Article 5. INTEREST.** Not Applicable

**Article 6. CONTRACTOR'S REPRESENTATIONS.**

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

- 6.1. 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.
- 6.2 The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor

on the basis of the information made available by the Village.

#### Article 7. 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:

- 7.1. This Contract
- 7.2. Exhibits to this Contract
- 7.3. Bid Forms and Bid Bonds (Performance and Payment)
- 7.4. Notice of Intent to Award
- 7.5. Notice to Proceed
- 7.6. General Conditions
- 7.7. Special Conditions
- 7.8. Scope of Work
- 7.9. Specifications and Special Provisions
- 7.10. Addenda (s)
- 7.11. CONTRACTOR'S BID
- 7.12. Documentation submitted by CONTRACTOR prior to Notice of Intent to Award
- 7.13. Any Modifications, including Change Orders, duly delivered after execution

of the Contract.

- 7.14. Advertisement for Bid.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

#### Article 8. MISCELLANEOUS

- 8.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 8.2. 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.
- 8.3. 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.
- 8.4. This Contract may be executed in counterparts.
- 8.5. 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.
- 8.6. The OWNER shall retain the ownership of all shop drawings and design drawings

once payment therefore is made.

8.7 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 3 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

**ADDRESS**

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

BY \_\_\_\_\_

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

\_\_\_\_\_  
Title

WITNESS \_\_\_\_\_

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

(CORPORATE SEAL)

**CONTRACTOR**

H & J ASPHALT, INC

**ADDRESS**

4310 NW 35 Ave

MIAMI, FL 33142

BY \_\_\_\_\_

FORGE A. LORENZO  
Print Name

VICE PRESIDENT  
Title

WITNESS \_\_\_\_\_

Jonathan J. Pimental  
Print Name

(CORPORATE SEAL)

END OF SECTION

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE H & J Asphalt, Inc.  
4310 N W 35th Avenue Miami FL 33142

as Principal, hereinafter called the Principal, and Great American Insurance Company  
255 Primera Blvd., Suite 434 Lake Mary FL 32746

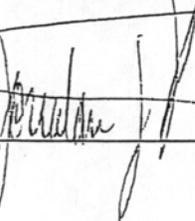
a corporation duly organized under the laws of the State of OH  
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Palmetto Bay  
9705 East Hibiscus Street Palmetto Bay FL 33157

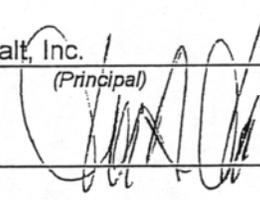
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

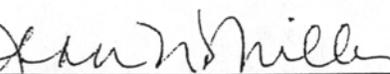
WHEREAS, the Principal has submitted a bid for Village wide street resurfacing

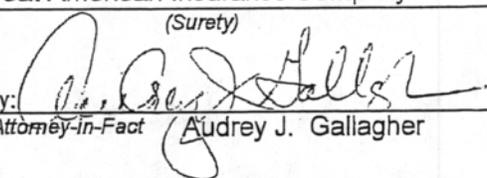
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 16th day of March, 2011

  
(Witness)

H & J Asphalt, Inc. (Principal) (Seal)  
By:  VICE President (Title)

  
N. Miller (Witness)

Great American Insurance Company (Surety) (Seal)  
By:  Audrey J. Gallagher (Title)  
Attorney-in-Fact

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20045

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES H. BREEN	ALL OF	ALL
BRETT RAGLAND	LAKE MARY, FLORIDA	\$75,000,000.
AUDREY J. GALLAGHER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of AUGUST 2010  
Attest GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 19TH day of AUGUST 2010, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-11

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

16th day of March 2011



ST028Y (10/08)

*Stephen C. Beraha*  
Assistant Secretary

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ (hereinafter called the Principal), and \_\_\_\_\_ (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of \_\_\_\_\_ with its principal offices in the City of \_\_\_\_\_ and authorized to do business in the State of Florida, and the Village of Palmetto Bay, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Owner), in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

**VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")  
STREET RESURFACING (the "Project")**

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within fifteen (15) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contract Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an 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 \_\_\_\_\_, as "Principal" herein has caused these presents to be signed in its name, by its \_\_\_\_\_ under its corporation seal, and the said \_\_\_\_\_ as "Surety" herein, has caused these presents to be signed in its name by its \_\_\_\_\_, and attested by its \_\_\_\_\_, under its corporate seal, this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ (Title)  
(Principal)

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
(Surety) Attorney-in-Fact

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



The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Principal

Surety

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

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

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

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

(Print)

(Print)

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

The name and address of the Resident Agent for service of process on Surety is:

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

END OF SECTION



Village of Palmetto Bay, Florida  
Villagewide Sidewalk Improvements  
Bid No. 2011-PW-101

---

of \_\_\_\_\_, 20\_\_\_\_.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Principal

Surety

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

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

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

The name and address of the Resident Agent for service of process Surety is:

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

END OF SECTION

NOTICE TO PROCEED

TO: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Village

ATTN: \_\_\_\_\_  
Name and Title

PROJECT: Villagewide Street Resurfacing

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Engineer. The Commencement date is \_\_\_\_\_, 2011. Completion date shall be \_\_\_\_\_, 2011.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Public Works Director and/or his/her designee will be responsible for this project.

Sincerely yours,

\_\_\_\_\_  
Corrice E. Patterson, Public Works Director

## SECTION 1.0 - GENERAL CONDITIONS

### 1.01 SEALED BIDS:

The Village of Palmetto Bay, Florida ("Village") will receive sealed bids for a "VILLAGEWIDE STREET RESURFACING" for the Village of Palmetto Bay no later than **3:00PM, Monday, March 16<sup>th</sup>, 2011**, or time prior thereto at the Village Clerk, Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157.

To be considered for a valid Bid, the ORIGINAL AND FOUR COPIES of the Bid Form as well as any other pertinent documents must be returned, properly completed. The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title. Bids must be addressed to the Village Clerk. Electronic or faxed bids will not be accepted.

All bids are subject to the conditions specified hereon and on all attachments and addendums to this Bid. Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the Village of Palmetto Bay, Florida.

Bid tabulations will be posted or announced as they become available.

### 1.02 EXECUTION OF BID:

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

### 1.03 NO BID:

If not submitting a bid, respond by returning an original copy of Bid Form, marking it "No Bid," and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a bidder's name from the bids mailing list. NOTE: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.

### 1.04 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when

requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination; freight prepaid Palmetto Bay, Florida with delivery to the location specified at the time of order. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

**1.05 TAXES:**

The Village of Palmetto Bay is exempt from all Federal Excise and State taxes.

**1.06 MISTAKES:**

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

**1.07 CONDITIONS AND PACKAGING:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**1.08 UNDERWRITERS' LABORATORIES:**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

**1.09 BIDDER'S CONDITIONS:**

The Village of Palmetto Bay, Florida and the Village Council reserves the right to accept all, any, or none, of the bids submitted, waive irregularities or technicalities in bids or to reject all bids or any part of any bid they deem necessary for the best interest of the Village of Palmetto Bay, Florida. The Village of Palmetto Bay, Florida and the Village Council also reserves the right to make award of the bid on the basis of the total bid, or groups of items, or on an item basis, whichever is in the best interest of the Village of Palmetto Bay, Florida. The Bid will remain subject to acceptance for 120 days after the day of the Bid opening.

Bid prices should be submitted with the understanding that the Village of Palmetto Bay, Florida, is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

**1.10 EQUIVALENTS:**

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

**1.11 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with project specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's/bidder's expense.

**1.12 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples (if and when specified on bid instructions) or to clearly identify samples may be reason for rejection of the bid.

**1.13 DELIVERY AND PICK UP:**

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding recognized village holidays.

**1.14 INTERPRETATIONS:**

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Village Manager or his designee, 9495 SW 180 ST, Palmetto Bay, FL 33157.

**1.15 BID OPENING:**

Bids shall be opened and publicly read at the Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157, Florida on the date and at the time specified on the Bid Form. All bids received after that time shall be returned, unopened.

**1.16 INSPECTION, ACCEPTANCE & TITLE:**

Inspection and acceptance will be upon destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage results from negligence by the buyer. If the materials or services supplied to the Village of Palmetto Bay, Florida, are found to be defective or to not conform to specifications, the Village reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

**1.17 DISPUTES:**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Village of Palmetto Bay, Florida, shall be final and binding on both parties.

**1.18 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, 9495 S. W. 180 Street, Palmetto Bay, FL 33157.

**1.19 LEGAL REQUIREMENTS:**

Federal, state, county and Village laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

**1.20 PATENTS AND ROYALTIES:**

The bidder, without exception, shall indemnify and save harmless the Village of Palmetto Bay, Florida, and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The Village of Palmetto Bay, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**1.21 OSHA:**

The bidder warrants that the product supplied to the Village of Palmetto Bay, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for the same.

**1.22 SPECIAL CONDITIONS:**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

**1.23 ANTI-DISCRIMINATION:**

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**1.24 QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

**1.25 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter or go onto Village of Palmetto Bay property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Florida Department of Environmental Protection, South Florida Water Management District, Miami-Dade County Public Works Department and Village of Palmetto Bay jurisdictional standards and the Florida Building Code. The bidder shall be liable for any damages or loss to the Village occasioned by negligence of the bidder (or agent) or any person the bidder has designed in the completion of the contract as a result of his or her bid.

**1.26 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:**

For construction contracts exceeding \$50,000, contractors shall submit the following with the bid document

- (a) Bid Bond equal to 5% of the bid price,
- (b) Certificate of Insurance in the amount specified in Special Conditions

After acceptance of the bid, the Village will notify the successful bidder to submit a Payment and Performance Bond and Certificate of Insurance in the amount specified in Special Conditions.

**1.27 SUBSTITUTIONS:**

The Village of Palmetto Bay, Florida WILL NOT accept substitute shipments of any kind, unless approved in advance by the Village Manager or his designee. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any unapproved substitute shipments will be returned at the bidder's expense.

**1.28 FACILITIES:**

The Village of Palmetto Bay, Florida, at its sole discretion, reserves the right to conduct site visits to the Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a contractor may be based wholly or in part upon the results of site visits or live presentations.

**1.29 BID TABULATIONS:**

Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid.

**1.30 PROTESTS, APPEALS AND DISPUTES:**

A contract may not be awarded to the Bidder, unless the bid tabulation is posted at Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida, ten (10) days prior to award of contract. Protests must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void. All costs accruing from a Bid or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger. The decision of the

Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

**1.31 DEFAULT:**

In the event of default on a contract, the successful bidder shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.

**1.32 DISCLAIMER:**

The Village Council of the Village of Palmetto Bay may, in its sole and absolute discretion accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Village of Palmetto Bay's requirements will not be considered. After all bids are analyzed, organization submitting bids that appear, solely in the opinion of the Village of Palmetto Bay, to be the most competitive, shall be submitted to the Village of Palmetto Bay's Village Council, and the final selection will be made shortly thereafter with a timetable set solely by the Village of Palmetto Bay. The selection by the Village of Palmetto Bay shall be based on the bid, which is, in the sole opinion of the Village Council of the Village of Palmetto Bay, in the best interest of the Village of Palmetto Bay. The issuance of this Bid constitutes only an invitation to make presentations to the Village of Palmetto Bay. The Village of Palmetto Bay reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the Village of Palmetto Bay shall have no liability to any Bidder for any costs or expense, incurred in connection with this Bid or otherwise.

**1.33 EVIDENCE:**

The submission of a Bid shall be prima facie evidence that the Bidder is familiar with and agrees to comply with the contents of this Bid Project.

**1.34 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the Village Manager or his designee at least 72 hours prior to scheduled bid opening, a request for clarifications. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretations of the Bid, if made, will be made only by Addendum duly issued by the Village Manager or his designee. The Village shall issue an Informational Addendum if clarification or minimal changes are required. The Village shall issue a formal Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such Addendum will be mailed to each Bidder receiving the Solicitation. In the event of conflict with the original Contract Documents, Addendum

shall govern all other contract documents to the extent specified. Subsequent Addendum shall govern over prior addendum only to the extent specified.

The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing the Addendum and including it with the Bid Proposal. Failure of a bidder to include a signed formal Addendum in its Bid Proposal shall deem its Bid non-responsive provided, however, that the Village may waive this requirement in its best interest. The Village will not be responsible for any other explanation or interpretation made verbally or in writing by any other Village representative.

### 1.35 DEMONSTRATION OF COMPETENCY:

- 1) Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the Village of Palmetto Bay.
- 2) The Village may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the Village in making the award in the best interest of the Village.
- 3) The Village may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the Village may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the Village through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.
- 4) The Village may, during the period that the Contract between the Village and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the Village, the Village may place said contracts on probationary status and implement termination procedures if the Village determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

### 1.36 AWARD OF CONTRACT:

- A) The contract will be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Solicitation, is most advantageous to the Village of Palmetto Bay. The lowest

responsive, responsible Bidder(s) will be determined in conjunction with the method of award, which is described in the Special Conditions. Tie Bids will be decided as described in Special Conditions.

- B) The Village shall award a contract to a Bidder through action taken by the Village of Palmetto Bay Village Council at a duly authorized meeting. This action shall be administratively supported by a written award of acceptance, mailed or otherwise furnished to the successful Bidder.
- C) The General Terms and Conditions, the Special Conditions, the Specifications, Special Provision, the Bidder's Proposal and the Purchase Order are collectively an integral part of the contract between the Village of Palmetto Bay and the successful Bidder.
- D) While the Village of Palmetto Bay Village Council may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in this Invitation to Bid. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the Village. If the Bidder is in default, the Village, through the Village Manager or his designee, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The Village may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.
- E) The Village reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated in the Special Conditions. If the Village exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation by no later than sixty (60) calendar days prior to the commencement of the option period. If the updated documents are not submitted by the Bidder in complete form within the time specified, the Village may rescind its option, declares the Bidder to be in default of its contractual obligations and award to the next low bidder or seek a new Bid Solicitation. The Village may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting the future Bids for a period of one year.
- F) The Village reserves the right to automatically extend this contract if required and authorized by the Village of Palmetto Bay, Florida, Village Council. If this right is exercised, the Village shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

1.37 ASSIGNMENT:

The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Village of Palmetto Bay.

1.38 OPTIONAL CONTRACT USAGE:

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

1.39 SUNSHINE LAW:

As a political subdivision, the Village of Palmetto Bay is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the Village of Palmetto Bay's evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its Bid.

1.40 CONE OF SILENCE:

a) **Definitions:** "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 consultant, and the Village Council members, Village's professional staff including, but not limited to, the Village Manager and his staff, any member of the Village's selection or evaluation committee.

b) **Restriction; Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at the Village of Palmetto Bay, FL, Village Hall. The Village Manager or his designee shall issue a written notice thereof to the affected departments, file a copy of such notice with the Village Clerk, with a copy thereof to each Village Council member, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

c) **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the Village Council meeting (whether regular or special or Committee of the Whole meeting) at which the Village Manager or his designee makes written recommendation to the Village Council. However, if the Village Council refers to the recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Village Manager makes a subsequent written recommendation.

d) **Exceptions to Applicability:** The provisions of this section 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 Village of Palmetto Bay Village Council members during any duly noticed public meeting;
4. Communications in writing at any time with any Village of Palmetto Bay employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request;
5. Communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Village Manager or his designee and the responsible for administering the procurement process for such RFP, 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 Village of Palmetto Bay attorney and his or her staff;
7. Duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
8. Any emergency procurement of goods or services pursuant to Village of Palmetto Bay Codes and Ordinances;
9. Responses to the Village of Palmetto Bay request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable the Village of Palmetto Bay, Florida, staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Village of Palmetto Bay professional staff including, but not limited to, the Village Manager and his staff are in writing or are made at a duly noticed public meeting.

e) **Penalties:** Violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the Village Council or Village Manager. Any person who violates a provision of this section may be prohibited from serving on a Village of Palmetto Bay selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Village of Palmetto Bay employee may subject said employee to disciplinary action.

1.40.1 Please contact the Village of Palmetto Bay, Village Attorney for any questions concerning "Cone of Silence" compliance.

#### 1.41 BID CLARIFICATION:

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing to contact person (Item 2.6). The bid title and number shall be referenced on all correspondence. All questions must be received no later than seventy two (72) hours prior to the scheduled bid opening date. All responses to questions will be sent to all prospective Bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

**1.42 BUSINESS ENTITY DISCLOSURE STATEMENT:**

Bidder or Vendor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

**1.43 FORCE MAJEURE:**

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

**1.44 COLLUSION:**

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged discussed or compared his Bid with other Bidders and has not colluded with any other bidder or parties to this Bid whatsoever. Also, the Bidder certifies, and in the case of a joint bid, each party there to certifies, as to his own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to

any other Bidder or to any competitor.

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

**1.45 ELIGIBILITY:**

All agents, employees and subcontractors of the bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

END OF SECTION

## SECTION 2.0 SUPPLEMENTARY CONDITIONS

### 2.1 PURPOSE:

The purpose of this Invitation to Bid is to identify and award a source of supply through a single solicitation, for roadway construction improvements from a source that will provide prompt and efficient service.

### 2.2 TERM OF CONTRACT:

The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional one year (12 months). In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement.

This contract shall commence the date after the date of award by the Village Council, Village of Palmetto Bay, Florida, unless otherwise stipulated in the Notice of Award Letter, which is distributed by the Village Manager or his assigned designee. The contract shall remain in effect until completion of project. The Village of Palmetto Bay, FL, reserves the right by mutual agreement, to add additional units to this contract, maintaining the same terms, condition and price.

### 2.3 RESPONSE TIME:

After receiving notice to proceed with work for a specific project, the Contractor shall commence promptly within seventy-two hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 90 calendar days from notice to proceed. Substantial completion within 60 calendar days and Final completion within 90 calendar days from notice to proceed.

### 2.4 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided however, that the bidder may offer incentive discounts from this fixed price to the Village of Palmetto Bay, FL at any time during the contractual term.

### 2.5 PRE-BID CONFERENCE:

A mandatory, pre-bid meeting to discuss the specifications, scope requirements, and ask/answer questions will be held at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157 on **Wednesday, March 2, 2011 at 10:00 a.m.** Attendance at the pre-bid meeting is compulsory, and non-attendance shall constitute disqualification from bidding.

After the pre-bid meeting and before the bid opening date, bid forms should be filled out, and placed in a sealed envelope. Deliver to the Village Clerk prior to the bid opening time. Late bids will not be opened.

**2.6 CONTACT PERSON:**

For any additional information regarding the specifications and scope requirements of this bid, contact: Kristy Bada, Village of Palmetto Bay, Florida, Public Works Administrative Assistant, (305) 969-5011, or by email at [kbada@palmettobay-fl.gov](mailto:kbada@palmettobay-fl.gov)

**2.7 METHOD OF AWARD:**

Award of this contract will be made to the lowest responsive, responsible bidder whose bid will be most advantageous to the Village of Palmetto Bay, Florida.

Bidder must bid on all items listed on Bid Form to qualify for award of the contract. Bid will be awarded on an all or nothing basis.

**2.8 PAYMENT:**

Contractor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Progress payments will be on account of Unit Price Work and will be based on the number of units completed.

2.8.1 At least ten days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to Village for review covering the work completed as of the date of the invoice and accompanied by any supporting documentation.

2.8.2 Village will, within five days after receipt of invoice, either indicate if invoice has been recommended for approval or return the invoice to Contractor indicating Village's reasons for refusing to recommend for payment. In the latter case, Contractor may make the necessary corrections and resubmit the invoice. After the presentation of the invoice to the Village the amount recommended will (subject to the provisions of the last sentence in 2.8.5) become due and when due will be paid by the Village to the Contractor.

2.8.3 Village's recommendation of any payment requested in an invoice will constitute a representation by Village, based on Village's on-site observations of the executed Work and on Village's review of the invoice and the any accompanying documentation, that to the best of the Village's knowledge, information and belief:

2.8.3.1 The Work has progressed to the point indicated.

2.8.3.2 The quality of work is generally in accordance with the contract documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to a final determination of quantities and classifications for unit price work and to any other

qualifications stated in the recommendation), and

2.8.3.3 The conditions precedent to Contractor's being entitled to such payment appears to have been fulfilled in so far as it is the Village's responsibility to observe the work. However, by recommending any such payment, the Village will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality of the quantity of work beyond the responsibilities specifically assigned to the Village in the contract documents or (ii) that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the Village of Palmetto Bay, Florida or entitle the Village to withhold payment to Contractor.

2.8.4 Village's recommendation of any payment, including final payment shall not mean that Village is responsible for Contractor's means, methods, techniques, sequences or procedure of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of the Contractor to perform or furnish Work in accordance with the Contract Documents.

2.8.5 Village may refuse to recommend the whole or any part of any payment if, in the Village's opinion, it would be incorrect to make the representations to the Village of Palmetto Bay referred to in paragraph 2.8.3. Village may also refuse to recommend any such payment or because of subsequently discovered evidence or the results of subsequent inspections, nullify any such payment previously recommended to such extent as may be necessary in Village's opinion to protect the Village of Palmetto Bay from loss because:

2.8.5.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

2.8.5.2 The Contract Price has been reduced by Written Amendment or Change Order,

2.8.5.3 The Village of Palmetto Bay, FL has been required to correct defective Work or complete Work, or,

2.8.5.4 The Village has actual knowledge of the occurrence of any of the events such as:

2.8.5.4.1 If the contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established),

2.8.5.4.2 If the Contractor DISREGARDS laws or regulations of any public body having jurisdiction;

2.8.5.4.3 If the Contractor otherwise VIOLATES in any substantial way provisions of the Contract Documents;

The Village of Palmetto Bay, Florida may refuse to make payment of the full amount because:

- 2.8.5.5 Liens have been filed in connection with the Work, except where Contractor has delivered a specific Bond satisfactory to the Village to secure the satisfaction and discharge of such Liens.
- 2.8.5.6 There are other items entitling the Village to a set-off against the amount recommended, or
- 2.8.5.7 The Village of Palmetto Bay, Florida has actual knowledge of the occurrence of any of the events enumerated in paragraphs 2.8.5.1 through 2.8.5.3 or paragraphs 2.8.5.4.1 through 2.8.5.4.3 inclusive:

But the Village must give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by the Village and Contractor, when Contractor corrects to the Village's satisfaction the reasons for such action.

**2.9 REFERENCES:**

Each bid must be accompanied by a list of at least five (5) references, which shall include the name of the company, a contact person and the telephone number. **NO BID WILL BE CONSIDERED WITHOUT THIS LIST.**

**2.10 COMPLETE PROJECT REQUIRED:**

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any item or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

**2.11 BIDDER QUALIFICATIONS:**

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all licenses necessary to certify that the bidder; maintains a permanent place of business; has technical knowledge and practical experience included in this scope of work; has available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incidental to the work; has not had just or proper claims pending against his/her company. The evidence will consist of listing the nature of work. Bidder must demonstrate that they have been actively involved in this type of work for at least five (5) years.

**2.12 LATE BIDS:**

The Village of Palmetto Bay cannot be responsible for bids received after opening time and encourages early submittal. Late bids shall be rejected.

**2.13 EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions and/or Minimum Specifications shall be cause for the Bid to be considered non-responsive.

**2.14 HEADINGS AND TERMS:**

The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

**2.15 AVAILABILITY OF LANDS:**

2.15.1 The Village will furnish the lands upon which the work is to be done, right-of-way for access thereof, and such other lands which are designed for the use of the Contractor. Easements for permanent structure of permanent changes in existing facilities will be obtained and paid for by the Village, unless otherwise specified in the Contract documents. Other access to such lands or right-of-ways for the Contractor's convenience shall be the responsibility of the Contractor.

The Contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment.

**2.16 SUBSURFACE CONDITIONS:**

The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating property the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Village.

**2.17 CONTRACTOR'S RESPONSIBILITIES:**

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain a qualified supervisor or superintendent at the Work site who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor(s) shall be present at the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall also be transmitted to the Contractor's home office).

**2.18 LABOR, MATERIALS, EQUIPMENT:**

- a) The Contractor will provide competent, suitably qualified personnel to layout the Work and perform construction as required by the Contract Documents. They will at all times maintain good discipline and order at the site.
- b) The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- c) All materials used will be new. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or containers with seals unbroken and labels intact.
- d) All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

#### 2.19 SAFETY AND PROTECTION:

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

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

The Contractor 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 Village.

#### 2.20 EMERGENCIES:

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 Village, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Village 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 him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time as provided in the Contract documents.

#### 2.21 COMPLETION TIME

2.21.1 All services will be performed on an as needed basis as identified and/or requested by the Public Works Director or his duly assigned representative.

2.21.2 After receiving notice to proceed with work for a specific project, the Contractor shall commence promptly within seventy-two hours and shall efficiently prosecute the work with adequate personnel and equipment until completion. Substantial completion within 60 calendar days and Final completion within 90 calendar days from notice to proceed.

## 2.22 INSURANCE:

Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements:

2.22.1 Workmen's Compensation Insurance - statutory requirement.

2.22.2 Employer's Liability Insurance - \$1,000,000.

2.22.3 Comprehensive General Liability Insurance - This coverage must be written on the comprehensive form of policy. The basic policy form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit. Bodily Injury: \$1,000,000;

Property Damage: \$500,000 each occurrence.

2.22.4 Comprehensive Automobile Liability Insurance - This coverage must be written on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.

\$1,000,000 each person;

\$1,000,000 each occurrence bodily injury;

\$500,000 each occurrence property damage;

The policy must provide coverage for non-owned and hired automobiles.

2.22.5 All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

2.22.6 Builder's Risk Insurance. (Not Required)

## 2.23 INDEMNIFICATION:

Contractor shall indemnify and hold harmless the Village of Palmetto Bay, Florida and Village's officers and employees to the fullest extent authorized by Section 725.06 (2), Florida Statutes, which statutory

provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

**2.24 BID CLARIFICATION:**

All questions or clarifications concerning this Invitation to Bid shall be submitted in writing to the contact person (Item 2.6) no later than **3:00PM Thursday, March 13th, 2011**. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

**2.25 TIE BIDS:**

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a 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:

2.25.1 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 action that will be taken against employees for violations of such prohibition.

2.25.2 Inform employees about the dangers of drug abuse in the workplace, the business' 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.

2.25.3 Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (2.25.1).

2.25.4 In the statement specified in subsection (2.25.1), notify the employees that, as a condition of working on 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 (5) days after such conviction.

2.25.5 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.

2.25.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**2.26 PUBLIC ENTITY CRIMES (PEC):**

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 or real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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.

**2.27 BONDS:**

**1. BID BOND OR BID DEPOSIT:**

Each bid must be accompanied by either a cashier's check or certified check upon a Florida incorporated bank or trust company, or a bid bond with corporate surety doing business in Florida and satisfactory of the Village of Palmetto Bay for not less than five percent (5%) of the amount of the bid.

**2. PERFORMANCE BOND:**

Within fifteen (15) working days following notice of award by the Village, the successful bidder shall furnish to the Village of Palmetto Bay, FL, a Payment and Performance Bond in the total amount of the Cost to the Village for the period of the contract (\$25,000.00). The Payment and Performance Bond can be in the form of a Cashier's Check, made payable to the Village of Palmetto Bay, Florida; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935 or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Village of Palmetto Bay, Florida. The Village of Palmetto Bay, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor. Bond must remain in effect for a period of twelve (12) months from the date of final acceptance.

**2.28 LIQUIDATED DAMAGES:**

The bidder agrees to pay the Village liquidated damages in the amount of \$1,200.00 per calendar day beyond the final completion date as specified.

**2.29 ESTIMATED QUANTITIES:**

Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used and/or sufficient during the contract period. Said estimated quantities may be used by the Village for the purpose of evaluating the low bidder meeting specifications.

**2.30 WARRANTY:**

The successful bidder will be required to warranty all work performed. Warranty shall be described in detail in section titled Technical Specifications and Special Provisions.

**2.31 PRESERVATION OF PROPERTY:**

The Contractor shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of final payment for the Project by the Village, the Contractor shall remove all his surplus and discarded materials, excavated material and rubbish from the property, roadways, sidewalks, parking areas, lawn and all adjacent property; shall clean the his portion of Work involved in any building under this Contract, so that no further cleaning by the Village is necessary prior to its occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and

presentable condition.

If the Contractor does not clean the Work site, the Village may remove the rubbish and charge the cost to the Contractor.

**2.32 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.:**

The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical conduits, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such its may be properly shored, supported and protected, or the Contractor may relocate them if he desires, The Contractor shall give all proper notices, shall comply with this requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work.

**2.33 USE PREMISES:**

The Contractor shall confine his apparatus, storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits and directions of the Village, and shall not unnecessarily encumber any part of the site. The Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any party of the work to stresses or pressures that will endanger it. Furthermore, the Contractor shall enforce the Village's instructions in connection with signs, advertisements, fires and smoking.

**2.34 VILLAGE'S RESPONSIBILITIES:**

- a) The Village will furnish the data required of them under the Contract Documents promptly.
- b) The Village's duties in respect to providing lands and easements are as established by the Village's standards, codes and ordinances.
- c) The Village shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

**2.35 GUARANTEE:**

The Contractor shall guarantee and unconditionally warranty through either the manufacturer or the Contractor directly, all materials and equipment furnished and Work performed for a period of one twelve (12) months from the date of final acceptance. The Village will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to promptly correct such defective or non-conforming Work, the Village may cause the defective Work to be removed or corrected at the Contractor's expense, and the Village may charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

**2.36 WAIVER OF JURY TRIAL:**

The Village 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 there under.

**2.37 BID SUBMITTAL:**

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid Bid, the ORIGINAL AND FOUR COPIES of the Bid Forms, Bid Bond, Bid Security Form, sworn statement on Public Entity Crimes, ADA Disability Nondiscrimination Statement, Business Entity Affidavit (Vendor / Bidder Disclosure form), and all required product information and any other items as indicated on the Bid Form must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**2.38 EQUAL PRODUCT:**

Manufacturer's name, brand name and model number are used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.

**2.39 TERMINATION FOR DEFAULT:**

If Contractor defaults in its performance under this Contract and does not cure the default within 15 days after written notice of default, the Village Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the Village of Palmetto Bay, FL. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the Village of Palmetto Bay, FL under Section 2.41.

**2.40 TERMINATION FOR CONVENIENCE:**

The Village Manager may terminate this Contract, in whole or in part, upon 15 days prior written notice when it is in the best interests of the Village of Palmetto Bay, FL. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the Village of Palmetto Bay the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the Village of Palmetto Bay, FL shall be liable ONLY for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**2.41 ASSIGNMENT:**

Contractor agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its right, title or interest herein, without Village of Palmetto Bay's prior written consent.

**SWORN STATEMENT PURSUANT 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 the VILLAGE OF PALMETTO BAY, FLORIDA  
by: JOEGE A. LORENZO, Vice President  
(print individual's name and title)  
for: H & J ASPHALT, INC  
(print name of entity submitting sworn statement)  
whose business address is: 4310 NW 35 AVE, MIAMI, FL 33142  
and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0074320  
(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 of 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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
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 or 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. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business

with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

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

- 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 determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this 15<sup>th</sup> day March, 2011.

Personally known X

OR

Produced identification \_\_\_\_\_

Notary Public - State of FLORIDA

Type of identification

My commission expires: Nov 4 / 2011

Maria Alejandra Gomez  
Printed, typed or stamped commissioned name of notary public



## SECTION 3.0 SCOPE OF WORK

### 3.1 MINIMUM SPECIFICATIONS

#### SCOPE OF WORK:

The work consists of clearing the roadway surface area, including the necessary clearing, grading and clean-up of adjacent shoulders, as required and removal of roots (as noted on the plans or directed by the Public Works Director or his representative), to surface the full roadway width with Type S-1 AC having a minimum compacted thickness of not less than 1 inch and also the necessary widening and resurfacing of various intersecting streets.

The surfacing may cover any or all of the following:

1. Application of Asphaltic Concrete surface course to existing wearing surfaces for the purpose of surfacing existing roadways.
2. Application of Asphaltic Concrete leveling courses to existing wearing surfaces prior to and in preparation for Item 1, above.
3. Application of Asphaltic Concrete to previously primed rock roads (primed by others).

3.1.1 The work also includes the necessary base, sub-grade preparation and regular excavation for the widening of narrow roadways and shall be included under payment for Item 331-3A (if applicable). Root removal work shall also be included under this item.

3.1.2 The work also includes the adjustment of manholes not the property of Village of Palmetto Bay as required and directed by the Public Works Director or his representative. These items will be paid for at the contract unit price bid as indicated in the Bid Form of the Proposal. The quantities indicated on the Bid Form may be increased, decreased, or deleted entirely from the contract by the Village depending on occurrence in the field.

3.1.3 Manholes, inlets or valve boxes will be adjusted by the Contractor.

3.1.4 If the adjustment of valve boxes and manholes, other than that shown on bid forms, have not been made by others or authorization to do so under the terms of this contract is not granted by the time the Contractor is ready to apply the asphaltic concrete surface course, then he may proceed to overlay the utilities and mark the opening with an "X".

3.1.5 Application of new and replacement of existing pavement markings and striping (all thermoplastic).

3.1.6 For temporary markings, paint may be used in lieu of tape, but markings will be placed in the permanent (final) alignment. Widths of temporary markings may be slightly altered to allow for permanent thermoplastic coverage.

3.1.7 All services will be performed on an as needed basis as identified and/or requested by the Public Works Director or his duly assigned representative.

3.1.8 The contractor will be required to maintain at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of the specifications.

Work under this contract shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for performing all labor, work, or other operations required for the fulfillment of the contract in strict accordance to the contract documents.

The work shall be complete, and all work, materials, and services not expressly shown or called for in contract documents, which may be necessary for the complete, and proper construction of the work in good faith shall be performed, furnished, and installed by the contractor as though originally so specified or shown, at no additional cost to the Village of Palmetto Bay, Florida.

All bids must be on a lump sum price basis per the proposal form.

All bidders are required to be fully licensed to work in the State of Florida.

### 3.2 PRE-CONSTRUCTION CONFERENCE

Prior to the commencement of any work, a pre-work conference will be held with the awarded Contractor to discuss project scope, schedule, and any other items, rules or regulations relative to the project to which the Contractor must adhere. The Contractor shall be informed of the time and place of this meeting in written or verbal form in advance of the meeting date. In the event, the Village cancels or otherwise waives the pre-construction conference; the Village shall inform the Contractor in writing of such determination.

The Contractor shall schedule, and conduct the work at times and in a manner, which shall not interfere with scheduled events and activities, and shall not cause annoyance to residents in close proximity to the project location.

### 3.3 WORK SCHEDULE

All work shall be completed as scheduled. The Contractor shall not work or perform any operations during inclement weather that may destroy or damage the work area. In the event of a severe flood warning, tropical storm warning, or a hurricane warning, the contractor may submit a written request for additional time to complete scheduled work.

Contractors shall recognize that the Village, and possibly other Contractors, may when necessary, conduct other activities and operations at a location in close proximity to the project.

The Contractor may be required to modify or curtail certain operations and shall promptly comply with

any request by the Village Manager or his designee.

**3.4 CONSTRUCTION TECHNICAL SPECIFICATIONS:**

Technical Specifications are referenced to applicable jurisdictional standards. Technical specifications which are pertinent for the proposed construction are provided in this document, as listed in the table of contents.

**END OF SECTION**

## SECTION 4.0 TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

### SPECIAL PROVISIONS FOR VILLAGEWIDE STREET RESURFACING

#### 4.0 GENERAL:

The applicable portions of the 2010 Florida Department of Transportation's Standards specification for Road and Bridge Construction and its supplements with its changes pertaining thereto, and the applicable portions of the South Florida Building Code and the Public Works Manual of Metropolitan Miami-Dade County shall apply to this project. All work must meet or exceed the State of Florida Department of Transportation Applicable Standards to include South Florida Building Code and Miami-Dade County Public Works Applicable Standards. Unless otherwise noted, all page references in this solicitation refer to the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

#### 4.1 WORK AREA:

All work areas shall meet all safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that is damaged while work area is under construction shall be re-installed by the contractor before leaving said work areas after completion of work.

#### 4.2 EQUIPMENT: SECTION 2.18 – LABOR MATERIALS, EQUIPMENT: This section is expanded to include:

The successful bidder must furnish all of their own equipment and materials for the completion of this project and it will be the sole responsibility of the Contractor to dispose of all construction debris at an authorized landfill. All incurred costs shall be borne by the Contractor. The bidder shall be responsible for the protection of property, in the areas in the vicinity of the project, and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as drought, flooding, rainstorm, wind damage, vandalism or other acts of nature.)

#### 4.3 SUPERVISION:

The supervision of the execution of this Contract is vested wholly in the Public Works Director or his representative, and the orders of the Village of Palmetto Bay, Florida are to be given through him. The instructions of the Public Works Director or his representative are to be strictly and promptly followed in every case. The Contractor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Public Works Director or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting or directing the same, and the Contractor is to afford him all necessary facilities and assistance for so doing. The Public Works Director's or his representative's stakes, grades or lines are to be preserved by the Contractor, or reset at the Contractor's expense.

To prevent all disputes and litigations, it is agreed by the parties hereto that the Public Works Director or his representative shall decide all questions, difficulties and disputes of whatever nature which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of this Contract, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of this

Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties thereto.

#### 4.4 SCOPE OF WORK:

The work consists of clearing the roadway surface area, including the necessary clearing, grading and clean-up of adjacent shoulders, as required and removal of roots (as noted on the plans or directed by the Public Works Director or his representative), to surface the full roadway width with Type S-1 AC having a minimum compacted thickness of not less than 1 inch and also the necessary widening and resurfacing of various intersecting streets.

The surfacing may cover any or all of the following:

1. Application of Asphaltic Concrete surface course to existing wearing surfaces for the purpose of surfacing existing roadways.
2. Application of Asphaltic Concrete leveling courses to existing wearing surfaces prior to and in preparation for Item 1, above.
3. Application of Asphaltic Concrete to previously primed rock roads (primed by others).

4.4.1 The work also includes the necessary base, sub-grade preparation and regular excavation for the widening of narrow roadways and shall be included under payment for Item 331-3A (if applicable). Root removal work shall also be included under this item.

4.4.2 The work also includes the adjustment of manholes not the property of Village of Palmetto Bay as required and directed by the Public Works Director or his representative. These items will be paid for at the contract unit price bid as indicated in the Bid Form of the Proposal. The quantities indicated on the Bid Form may be increased, decreased, or deleted entirely from the contract by the Village depending on occurrence in the field.

4.4.3 Manholes, inlets or valve boxes will be adjusted by the Contractor.

4.4.4 If the adjustment of valve boxes and manholes, other than that shown on bid forms, have not been made by others or authorization to do so under the terms of this contract is not granted by the time the Contractor is ready to apply the asphaltic concrete surface course, then he may proceed to overlay the utilities and mark the opening with an "X".

4.4.5 Application of new and replacement of existing pavement markings and striping (all thermoplastic).

4.4.6 For temporary markings, paint may be used in lieu of tape, but markings will be placed in the permanent (final) alignment. Widths of temporary markings may be slightly altered to allow for permanent thermoplastic coverage.

4.4.7 All services will be performed on an as needed basis as identified and/or requested by the Public Works

Director or his duly assigned representative.

4.4.8 The contractor will be required to maintain at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of the specifications.

#### 4.5 AWARD OF CONTRACT AND TIME FOR COMPLETION

All work under the terms of this contract shall be completed within the number of calendar days as indicated in Section 2.21 of Special Conditions, dating from the effective date of the "Notice to Proceed."

#### 4.6 PREWORK CONFERENCE

SECTION 3.2 - PRECONSTRUCTION CONFERENCE: This section is expanded to include:

After the award of contract and prior to the issuance of the "Notice to Proceed," a Prework Conference will be held with the Contractors, members of the Village of Palmetto Bay, representatives of Utility Companies, and other contractors affected by the work. The time and place of this conference will be set by the Village of Palmetto Bay.

At the Prework Conference, the Contractor must provide two copies of a detailed construction scheduling program showing the proposed starting and completion dates for each work classification or bid item. The work classification should be sub-divided to the extent necessary to provide adequate detail and shall also include such items as mobilization, shop drawing review, delivery of signal and lighting equipment if applicable, etc.

#### 4.7 PLANS:

All work requested shall commence within two weeks of notification. No project will be requested that requires less than 25 tons of asphaltic concrete at no more than three locations. The Contractor shall lay out his work from these engineering control points and shall be responsible for all measurements in connection with the construction, subject to check and correction by the Public Works Director or his representative. The Contractor shall furnish all labor and material, at his expense, necessary to facilitate engineering control of the work. The Public Works Director or his representative will coordinate with other Utilities for work that is required.

#### 4.8 PERMITS AND LICENSES

SECTION 1.25 - GENERAL: This section is amended to include the following:  
Permits, which are issued by VILLAGE OF PALMETTO BAY, for construction within the public right-of-way, and/or additional permits, which may be required by other municipalities or agencies, including those required for tree removal, will be the responsibility of the Contractor.

The Contractor shall procure, at his own expense, all necessary licenses and permits and shall give due and adequate notices to those in control of all properties, which may be affected by his operations. The Contractor shall conform to all applicable laws, regulations, or ordinances with regard to labor employed and his general operation. The Contractor shall so conduct his operations that he shall not close any thoroughfare nor interfere in any way with traffic on any roadway, business, pedestrian or vehicular, without the consent of the proper authorities.

The Contractor shall be cognizant of and comply with the Miami-Dade County and Municipal ordinances regulating the removal and/or relocation of all trees.

#### 4.9 SITE INVESTIGATION

SECTION 2.16 – Subsurface Conditions: This section is expanded to include the following:

The Contractor, by virtue of signing the Contract, acknowledges that he/she and all his/her subcontractors have satisfied themselves as to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation and traffic maintenance; disposal, handling and storage of materials and access roads to the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the Contractor to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if he/she is awarded the Contract.

#### 4.10 LIMITATIONS OF OPERATIONS:

All work shall be performed during daytime only. (8:00 AM to 4:30 PM) No work shall be done at all on Saturday or Sunday, except such work as is necessary for the proper care and protection of the work already performed, or, except that permission to do such work may be secured from the Village Inspector.

#### 4.11 FIELD OFFICE:

No field office will be required for this project. However, the Contractor must provide the Public Works Director or his representative with a local (Miami-Dade County) telephone number at which he can be contacted at any time during the performance of the work.

#### 4.12 PERFORMANCE OF WORK:

SECTION 2.17 - CONTRACTOR'S RESPONSIBILITIES: This section is expanded to include the following: The Contractor will furnish a qualified Superintendent who will be present at all times during the course of the work, and shall be authorized to act for the Contractor. The Contractor shall keep on the job sufficient plans, equipment, and labor to meet the requirements of the work. Equipment shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work. All operations shall be subject to inspection by the Public Works Director or his representative at all times. The Contractor shall submit for approval by the Public Works Director or his representative a description of the type of materials and equipment to be used; and to the method of procedure to be used in the performance of the work.

**Note: For all asphalt courses placed with mechanical spreading and finishing equipment, the paving machine shall be equipped with automatic longitudinal screed controls of the electronic type.**

No blasting shall be done except upon prior approval by the Public Works Director or his representative and under his specific direction. If the Public Works Director or his representative requests it, the Contractor shall at any time before final acceptance of the work remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be paid for as "Extra Work", but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of