

RESOLUTION NO. 2013-02

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGEWIDE LOCALIZED DRAINAGE IMPROVEMENTS PHASE V; APPROVING THE SELECTION OF WRANGLER CONSTRUCTION, INC., TO PROVIDE CONSTRUCTION SERVICES FOR DRAINAGE IMPROVEMENTS; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$678,755.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village administration contracted with Corzo, Castella, Carballo, Thompson, Salman, P.A. (C3TS, P.A.) to provide drainage engineering and planning for the preparation of drainage improvements in the area of SW 174 ST (from SW 77 AVE to Old Cutler Road)/SW 74 CT (from 174 Street to 176 ST), SW 176 ST (from 77 AVE to 75 AVE)/SW 74 PL (from Cul de Sac)/SW 75 AVE (from 178 TERR to 176 ST)/ SW 178 TERR (from 77 AVE to 75 AVE), SW 92 AVE (from 163 TER to middle of North Bend), SW 91 AVE (from SW 168 ST to SW 164 ST), SW 81 AVE (from SW 151 ST to 148 DR), SW 73 CT & SW 154 TER, SW 74 AVE & SW 145 TERR, SW 145 TER (from SW 68 CT to SW 68 AVE) SW 68 CT (UP TO 144 TER), SW 148 ST (from SW 80 AVE to SW 78 AVE), SW 72 AVE (from SW 144 ST to SW 139 ST), SW 161 ST (from SW 80 AVE to SW 78 AVE) in accordance with the established guidelines and procedures utilized by Miami-Dade County Public Works Department, Florida Department of Transportation and the Department of Environmental Resource Management; and

WHEREAS, C3TS evaluated drainage improvements in eleven (11) localized areas with resident reported history of flooding following major rain events and according to data collection and field evaluations C3TS recommends implementing drainage improvements to reduce localized flooding during severe storm events; and

WHEREAS, a competitive bid process was followed for construction services for drainage improvements with the issuance of Invitation to Bid No. 2012-PW-103; and

WHEREAS, after a thorough analysis of the responses, the Village's engineer of record recommended and the Village concurred that Wrangler Construction, Inc. was the lowest, most inclusive, responsive and responsible bidder; and

WHEREAS, Phase V localized drainage improvements will be constructed in two (2) phases as the Stormwater Utility budget in FY 12-13 is insufficient to fund the entire base bid of \$908,167.72

WHEREAS, Construction of phase I projects in the amount the amount of \$678,755 is scheduled to commence in FY 2012-13 and phase II projects in the amount of \$229,412.72 will be completed in FY 2013-14; and

WHEREAS, C3TS assigned three levels of priority (high, medium, and low) to the eleven (11) areas; and

WHEREAS, construction of drainage improvements will be implemented in accordance with the project prioritization list attached; 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 enter into an agreement with Wrangler Construction, Inc. for localized drainage improvements Phase V in an amount not to exceed \$678,755.00.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 7th day of January, 2013.

Attest: 
Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

| | |
|------------------------------|------------|
| Council Member Patrick Fiore | <u>YES</u> |
| Council Member Tim Schaffer | <u>YES</u> |
| Council Member Joan Lindsay | <u>YES</u> |
| Vice-Mayor John DuBois | <u>YES</u> |
| Mayor Shelley Stanczyk | <u>YES</u> |

**Localized Flooding Drainage Improvements Phase V
(1,2,3,4,5,6,7,8,9,10 and 11)**

Project Area Prioritization and Construction Timeline

High Priority –

| Location | Construction Cost | Construction Calendar Days |
|-----------|-------------------|----------------------------|
| Area 1 | \$93,618.00 | 22 |
| Area 2 | \$173,007.00 | 40 |
| Area 8 | \$100,480.00 | 23 |
| Area 9 | \$148,043.00 | 34 |
| Sub Total | \$515,148.00 | 119 days |

Medium Priority -

| Location | Construction Cost | Construction Calendar Days |
|-----------|-------------------|----------------------------|
| Area 4 | \$50,547.00 | 12 |
| Area 7 | \$52,998.00 | 12 |
| Area 10 | \$60,062.00 | 14 |
| Sub Total | \$163,607.00 | 38 days |

Low Priority -

| Location | Construction Cost | Construction Calendar Days |
|-----------|-------------------|----------------------------|
| Area 3 | \$58,964.25 | 14 |
| Area 5 | \$17,030.00 | 4 |
| Area 6 | \$76,969.00 | 18 |
| Area 11 | \$62,880.00 | 15 |
| Sub Total | \$215,843.25 | 51 days |

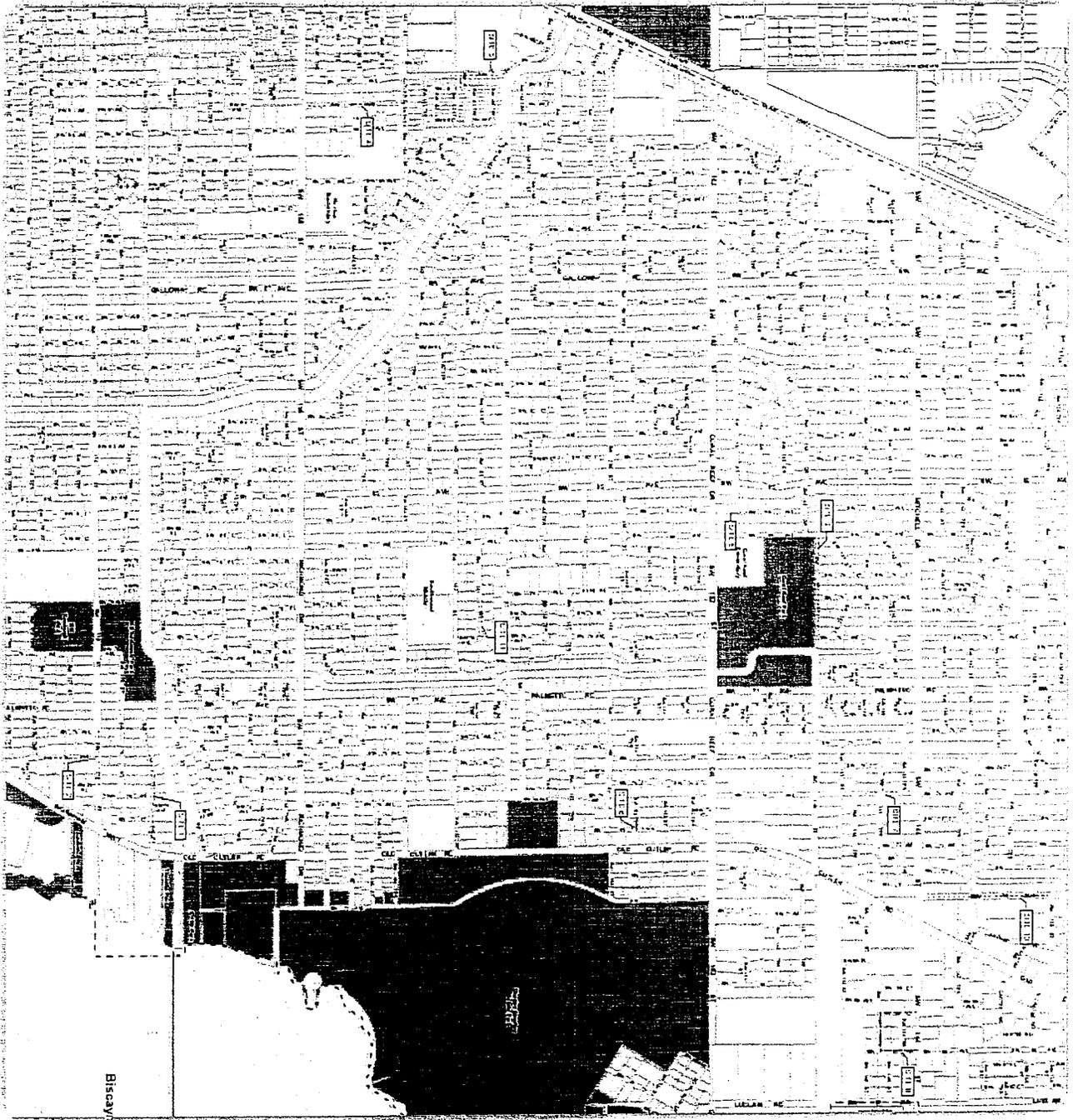
TOTAL \$894,598.25

Permit Fee \$150.00

AIPP Fee \$13,418.97

GRAND TOTALS \$908,167.22

208 DAYS



VILLAGE OF PALMETTO BAY ■ VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

INVITATION TO BID RELEASE DATE: Sept. 19, 2012

BID OPENING DATE: Oct. 19, 2012

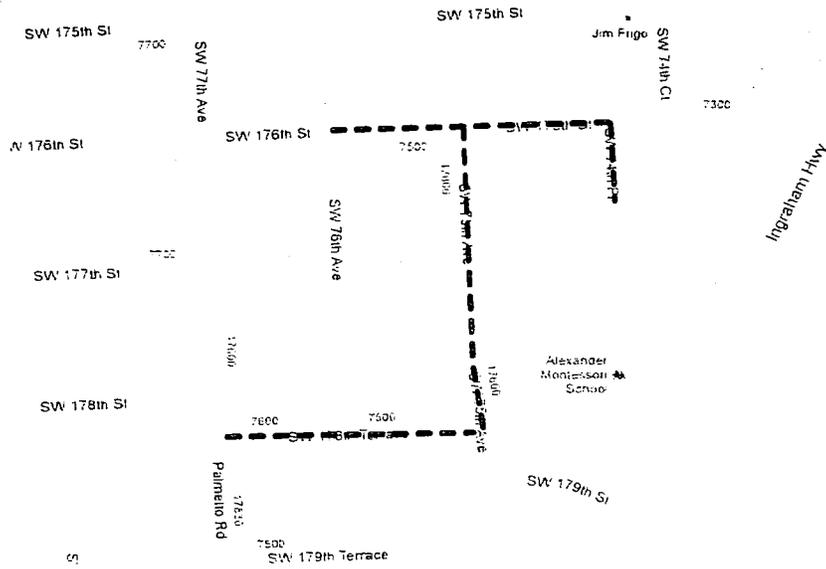
The purpose of this capital improvement project is to address current roadway flooding issues in localized areas throughout the Village of Palmetto Bay. The drainage improvements will consist of additional catch basins and exfiltration trenches at low points in the roadway and connect to drainage wells. Existing catch basins will be modified or reconstructed as required to provide sediment traps and pollution retardant baffles to protect the exfiltration trench and canal outfalls.

PROJECT CONSISTS OF THE FOLLOWING AREAS:

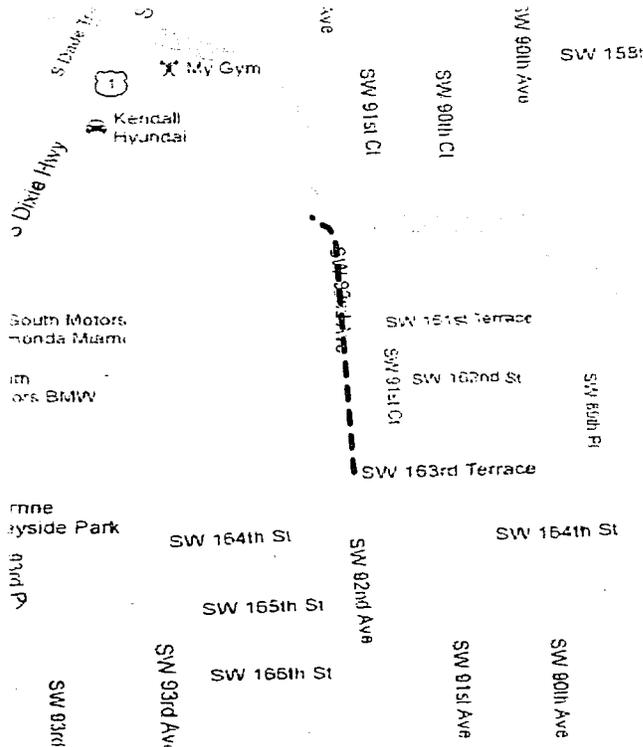
- SITE 1: SW 174TH ST FROM 77TH AVE. TO OLD CUTLER ROAD AND SW 74TH CT FROM 174TH ST TO 176TH ST
- SITE 2: SW 176TH ST FROM 76TH AVE TO SW 74TH PL, SW 178TH TERR FROM 77TH AVE TO 75TH AVE, SW 75TH AVE FROM SW 178TH TERR TO SW 176TH ST, SW 75TH AVE FROM SW 178TH TERR TO SW 176TH ST, SW 74TH PL FROM 176TH ST TO CUL-DE-SAC
- SITE 3: SW 92ND AVE FROM SW 163RD TERR NORTH TO MIDDLE OF CURVE IN ROAD
- SITE 4: SW 91 AVE FROM SW 168TH ST TO SW 164TH ST
- SITE 5: SW 81ST AVE FROM 151ST ST TO 148TH DR
- SITE 6: SW 73RD CT & SW 154TH TERR
- SITE 7: SW 74TH AVE AND SW 145TH TERR
- SITE 8: SW 145TH TERR FROM 68TH CT TO 68TH AVE, SW 68TH CT AND SW 68TH AVE UP TO SW 144TH TERR
- SITE 9: SW 148 ST FROM SW 80TH AV TO SW 78TH AV
- SITE 10: SW 72ND AV FROM SW 144 ST TO SW 139 ST
- SITE 11: SW 161 ST FROM SW 80TH AV TO SW 78TH AV

For a Site location map please [click here](#).

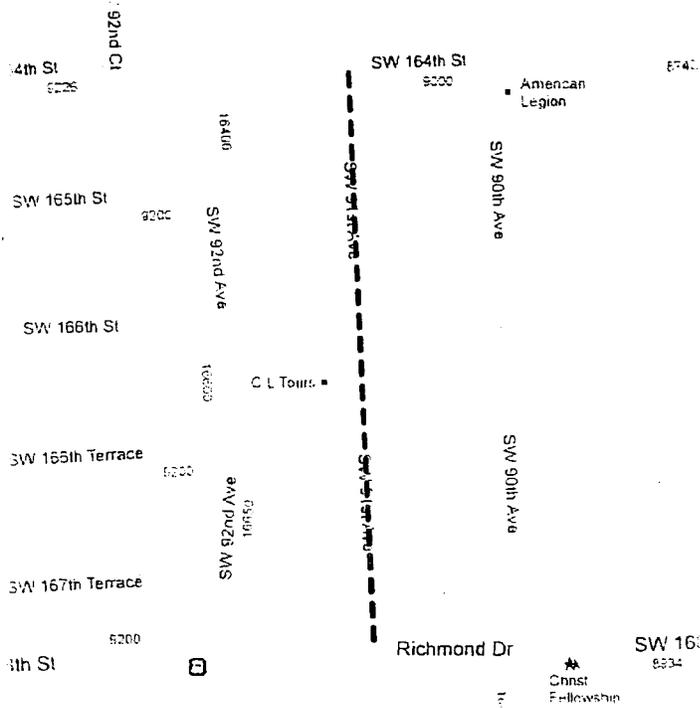
AREA 2



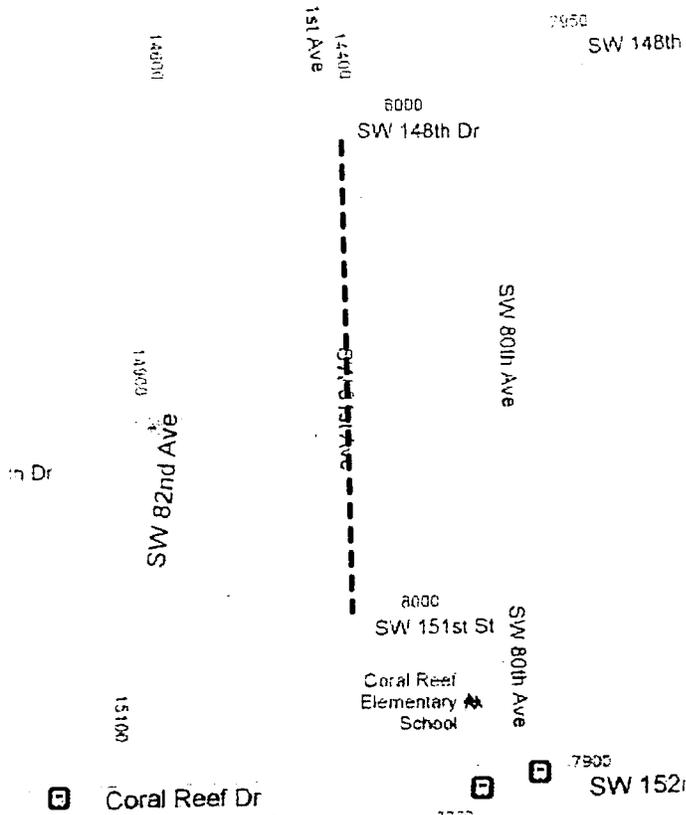
AREA 3



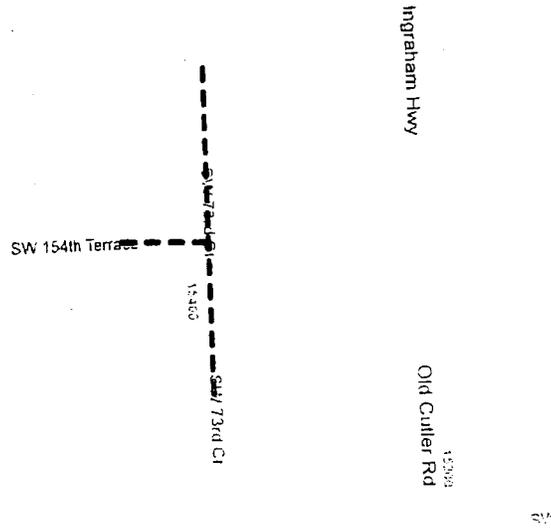
AREA 4



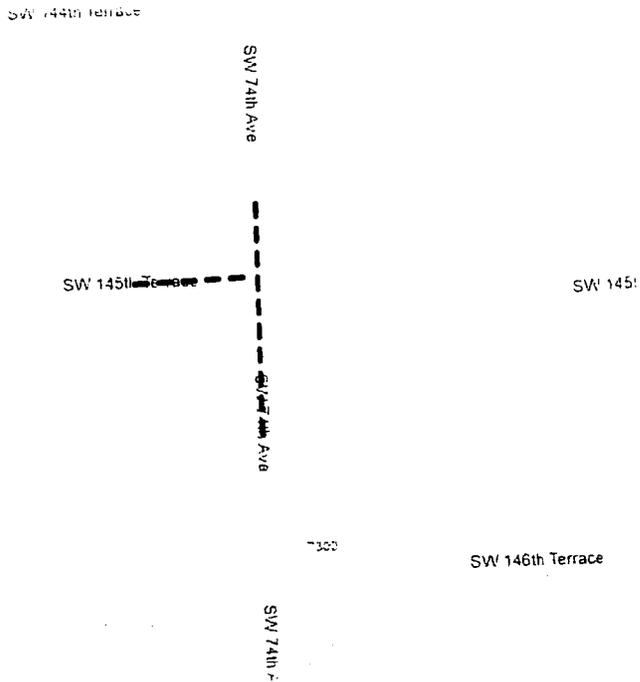
AREA 5



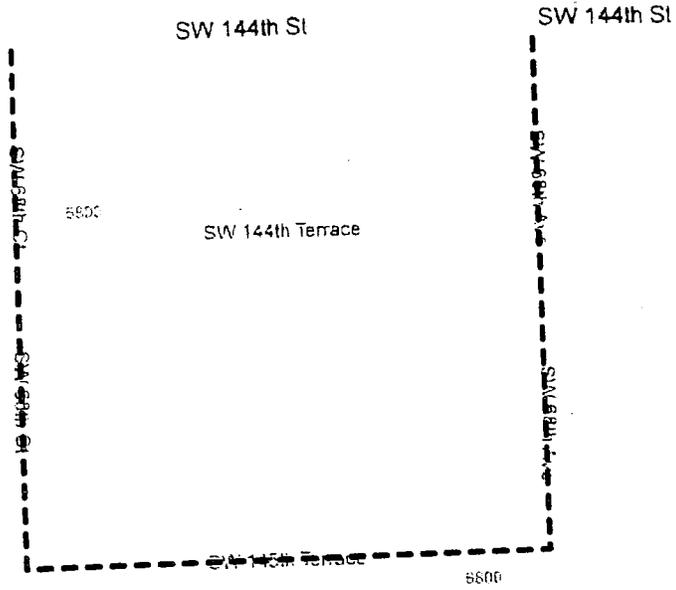
AREA 6



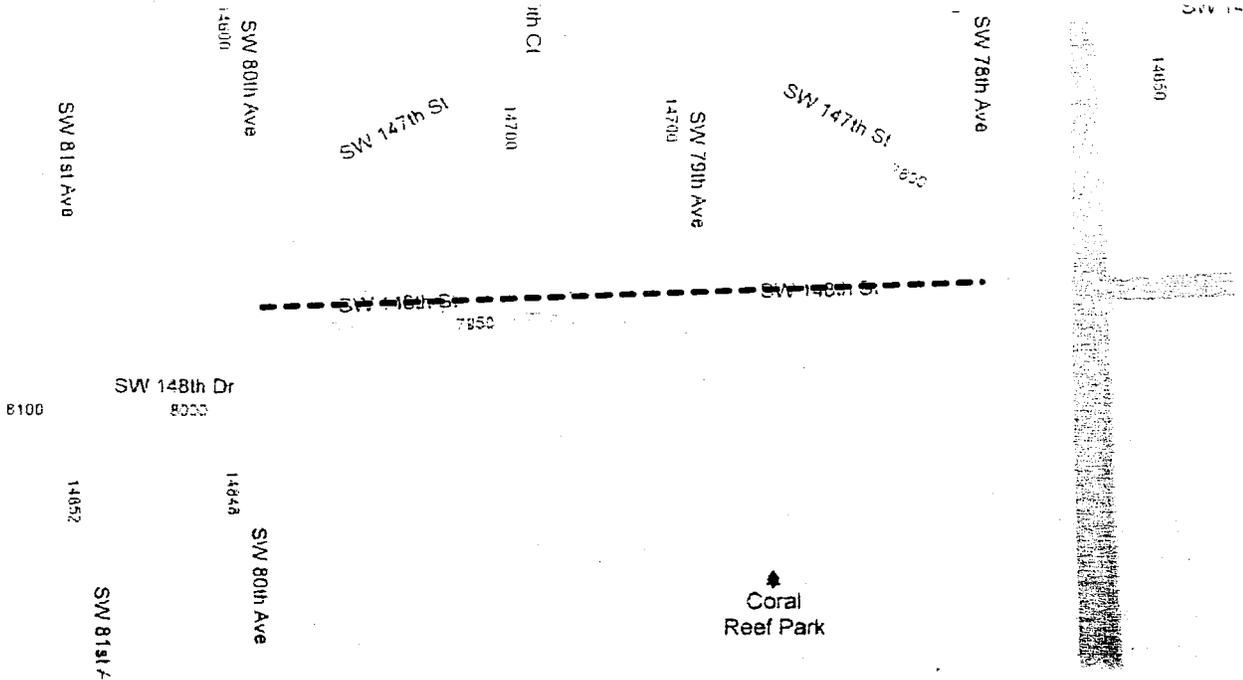
AREA 7



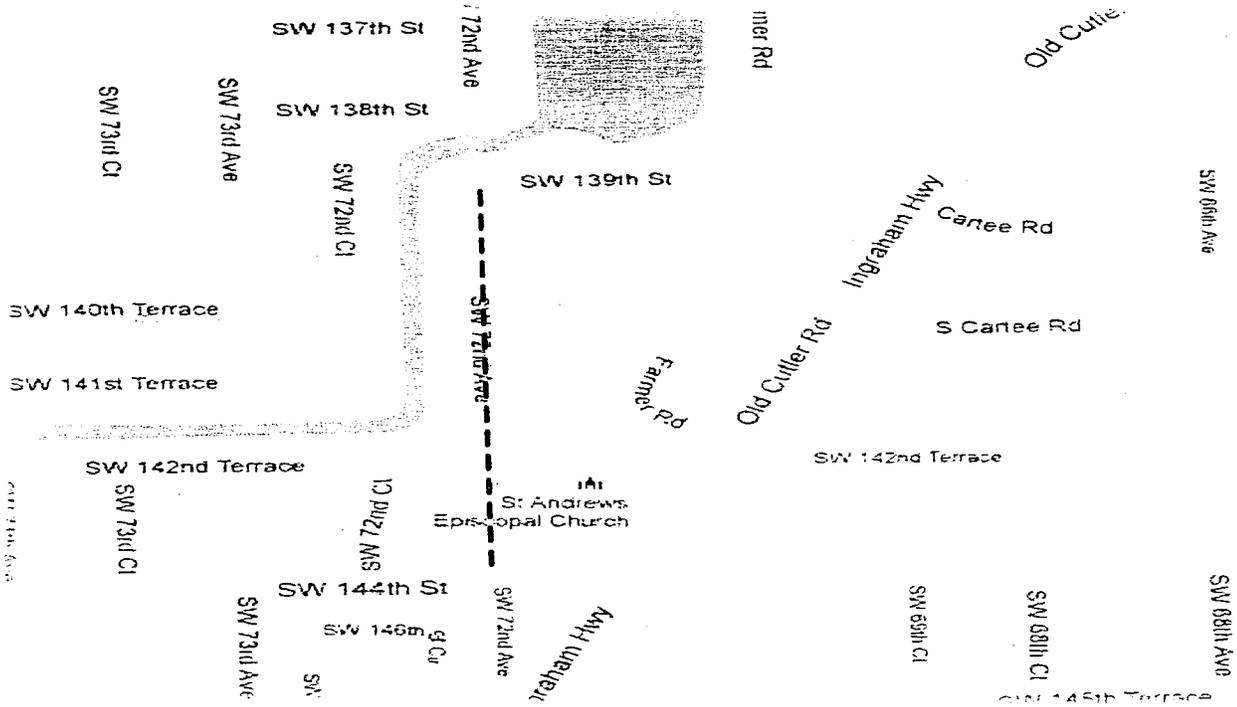
AREA 8



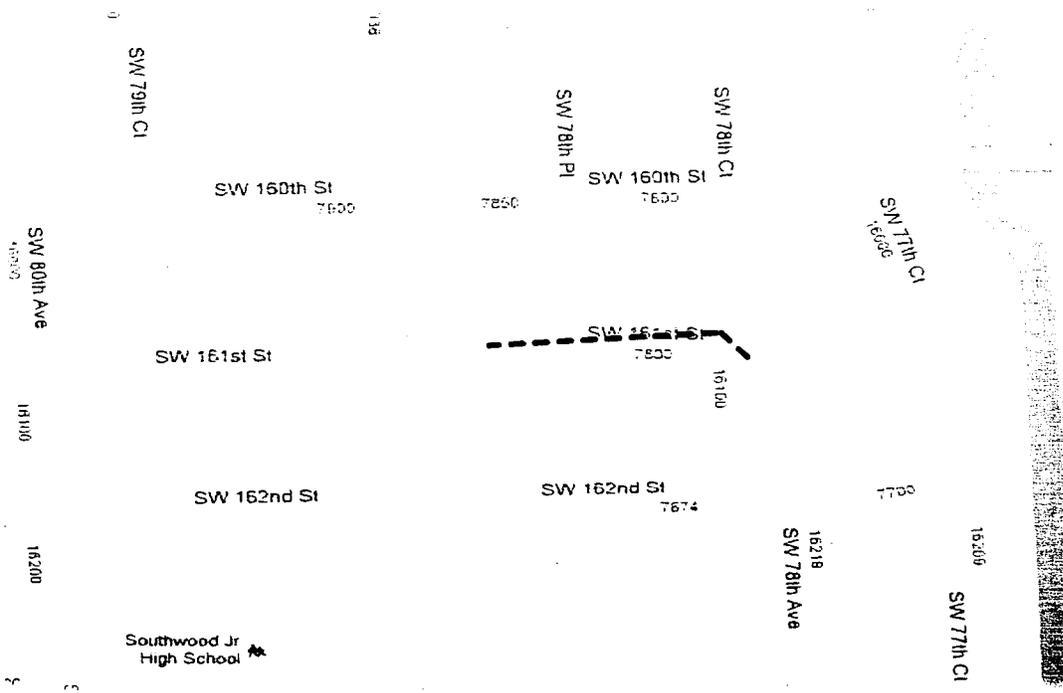
AREA 9



AREA 10



AREA 11





October 22, 2012

Village of Palmetto Bay
9495 SW 180th Street
Palmetto Bay, FL 33157
Phone (305) 969-5011

Engineers
Architects
Planners

**Attention: Corrice Patterson
Public Works Director**

**Reference: Villagewide Drainage Improvements Phase V
C3TS Project No. 01632-021**

Dear Ms. Patterson:

EB0005022
AAC002142

We have checked the bids submitted for the above-mentioned project. The bid from the apparent low-bidder Wrangler Construction, Inc., was evaluated for its completeness and the bid was accompanied by proper bid security. We spoke with the company regarding their bid as well as applicable work experience. They have confirmed their confidence in their bid amount. The previous work experience provided to us was confirmed and it demonstrated their ability to complete jobs of comparable scope, size and duration within the required budget. The references provided in their bid produced positive feedback and further qualified their competence in completing projects of this nature.

Based on our findings, it is our opinion that this Engineering Contractor is qualified and capable of performing the work. Therefore, we recommend that the project be awarded to the lowest responsible responsive bidder, Wrangler Construction, Inc., in the amount of \$908,167.72. This amount is higher than the amount announced at the bid opening (\$905,426.72) due to a mathematical error. Please see attached detailed bid tabulation. The award is subject to acceptance by the Village Council, execution of the Contract Agreement, submittal by the Engineering Contractor of the required Performance and Payment Bonds, and Certificate of Insurance.

Sincerely,

Corzo Castella Carballo Thompson Salzman, P.A.

Sean Compel, P.E.
Associate

Attch: Bid Tabulation

I:\01632 Village of Palmetto Bay\01632-021 Drainage Phase V Bidding\PH V Recom-of-Award.doc



VILLAGE OF PALMETTO BAY
BID#: 2012-PW-103
VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

| Bidder | Price |
|---|-----------------------|
| <u>Wrangler Construction, Inc.</u> | <u>\$905,426.72</u> |
| <u>Florida Engineering & Dev. Corp.</u> | <u>\$1,288,146.42</u> |
| <u>V Engineering & Consulting Corp.</u> | <u>\$1,441,224.16</u> |
| <u>Ric-Man International Inc.</u> | <u>\$1,432,125.95</u> |
| <u>Envirowaste Services Group</u> | <u>\$1,237,700.42</u> |
| <u>JVA Engineering Contractor Inc.</u> | <u>\$977,238.22</u> |
| <u>E & M Equipment Corp.</u> | <u>\$910,805.14</u> |
| <u>Metro Express Inc.</u> | <u>\$939,922.25</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

Opening conducted and verified by:

Meighan J. Alexander
Meighan J. Alexander
Village Clerk

Witnesses:

Kristy Bada
Print Name: Kristy Bada

Danny Casals
Print Name: Danny Casals

10-19-12P03:00 FILE

Wrangler Construction

INVITATION TO BID

Village of Palmetto Bay Municipal Center
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157



VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V PALMETTO BAY, FLORIDA

BID NUMBER 2012-PW-103

BID OPENING: October 19th, 2012 at 3:00pm
ISSUED: September 19th, 2012, 8:30 A.M.

VILLAGE OF PALMETTO BAY CONTACT PERSONS:

Corrice E. Patterson, Public Works Director
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 Howard J. Tendrich

Council Member Patrick Fiore
Council Member Joan S. Lindsay

Ron E. Williams, Village Manager

PREPARED BY:

C3TS Project No. 01632-021



Engineers • Architects • Planners

901 Ponce de Leon Boulevard, Suite 900 • Coral Gables, Florida 33134 • Telephone No. 305.445.2900

VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V
 FOR
 VILLAGE OF PALMETTO BAY
 CONTRACT DOCUMENTS

Table Of Contents

| Section | Title | Pages |
|---------|-------------------------------|--------|
| AB | Advertisement for Bids | 1 |
| IB | Instructions to Bidders | 1 – 7 |
| BF | Bid Form | 1 – 16 |
| BB | Bid Bond | 1 – 2 |
| NA | Notice of Intent to Award | 1 |
| C | Agreement (Contract) | 1 – 7 |
| PFB | Performance Bond | 1 – 3 |
| PYB | Payment Bond | 1 – 2 |
| NP | Notice to Proceed | 1 |
| 00700 | General Conditions | 1 – 40 |
| SC | Supplementary Conditions | 1 – 16 |
| SS | Sworn Statement | 1 – 3 |
| AD | ADDENDA - | |
| I | Technical Specification Index | 1 |
| A | Appendix A - | 1 |
| B | Appendix B | 1 |



VILLAGE OF PALMETTO BAY

ADVERTISEMENT TO BID#: 2012-PW-103

VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

Sealed Bids must be received by the Village of Palmetto Bay at the Village Municipal Center 9705 E. Hibiscus Street, Palmetto Bay, FL, up to 3:00 P.M. on Friday, October 19th 2012, (bids received after this time or facsimile submissions will not be accepted), at which time bids will be publicly opened and read aloud at Village of Palmetto Bay Municipal Center Conference Room at 9705 E. Hibiscus Street, Palmetto Bay, FL for the furnishing of all materials, labor, equipment and supplies necessary for:

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

including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

Construct various drainage improvements for the Village (Contract No. 2012-PW-103) at eleven (11) locations identified in the contract documents. The Project shall include but not be limited to drainage improvements and site restoration throughout the Project areas. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the contractor. Construction of this Project will require close coordination with the Village and Engineer.

All bids must be on a Lump Sum Price basis per the Proposal Form. Copies of the above documents may be obtained at the Clerk's Office at the Village Municipal Center 9705 E. Hibiscus Street, Palmetto Bay, FL upon payment of \$30.00 made payable to Village of Palmetto Bay. This payment is non-refundable. 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 will be held on Monday, October 1st, 2012, at 10:00 AM at the Village Municipal Center 9705 E. Hibiscus Street, Palmetto Bay, FL. 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 contractors 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 C-700 (2002 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 the Clerk's Office at the Village Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents.
- 2.3 Owner and Engineer 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 and Drawings 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) examine the Project

Site to its full satisfaction, including any existing work or improvements in place, and have determined that the same are fit and proper to receive the Work in their present condition and Bidder 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) 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; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) 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 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 4.4 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.
- 4.5 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.
- 4.6 Arbitration as referenced in this document (2012-PW-103) is void.

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 less than ten days prior to the date for opening of Bids 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 after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings within seventy-two (72) hours of receipt of the Project Specifications or Drawings 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 5.01 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 Drawings or specified in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified 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 Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.05, 6.05.A and 6.05.B 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 license, 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 Engineer 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 Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. 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 Engineer.
- 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 Advertisement for Bids and shall be included 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. Any Bids received after the stated time of the Bid opening shall be deemed non-responsive.

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 sixty 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.
- 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 5.01 of the General Conditions and the Supplementary 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 one fully signed contract to Contractor.

END OF SECTION

Bid To Village of Palmetto Bay

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

Gentlemen:

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

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

Construct various drainage improvements for the Village (Contract No. 2012-PW-103) at eleven locations identified in the attached drawings. The Project shall include but not be limited to drainage improvements and site restoration throughout the Project areas. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the contractor. Construction of this Project will require close coordination with the Village and Engineer.

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

TOTAL BID AMOUNT \$ 905,426.72
TOTAL BID AMOUNT (IN WORDS) Nine hundred five thousand
four hundred twenty six dollars and 72/100 cents.

BID ITEMS

VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V C3TS Project No. 1632-021

BID FORM

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

Refer to Section 01025, Measurement and Payment, for Basis of Payment of the following pay items

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|--|---|-----------------|-------------|---------------------|---------------------|
| <u>Site 1 - SW 174TH ST (from SW 77TH AVE to Old Cutler Road)/SW 74TH CT (from 174TH Street to 176TH ST)</u> | | | | | |
| 1.01 | General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond | 1 | L.S. | \$ <u>10,520.00</u> | \$ <u>10,520.00</u> |
| 1.02 | F & I exfiltration trench (4' wide, 15' deep, 15" diameter) | 443 | L.F. | \$ <u>115.00</u> | \$ <u>50,945.00</u> |
| 1.03 | F & I 16" diameter DIP | 76 | L.F. | \$ <u>73.00</u> | \$ <u>5,548.00</u> |
| 1.04 | F & I Manhole (5' diameter w/ ring & cover) | 2 | EA. | \$ <u>2,100.00</u> | \$ <u>4,200.00</u> |
| 1.05 | F & I catch basin (5' diameter w/ frame & grate) | 2 | EA. | \$ <u>1,250.00</u> | \$ <u>2,500.00</u> |
| 1.06 | F & I catch basin (4' diameter w/ frame & grate) | 1 | EA. | \$ <u>1,200.00</u> | \$ <u>1,200.00</u> |
| 1.07 | F & I 17" x 27" catch basin (w/ frame & grate) | 3 | EA. | \$ <u>1,150.00</u> | \$ <u>1,150.00</u> |
| 1.08 | F & I Pollution Retardant Baffle | 7 | EA. | \$ <u>210.00</u> | \$ <u>1,470.00</u> |
| 1.09 | Connection to existing slab-covered trench with concrete headwall | 2 | EA. | \$ <u>525.00</u> | \$ <u>1,050.00</u> |
| 1.10 | Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base) | 3 | EA. | \$ <u>250.00</u> | \$ <u>750.00</u> |
| 1.11 | Existing Catch Basin to be Removed | 1 | EA. | \$ <u>450.00</u> | \$ <u>450.00</u> |
| 1.12 | Driveway Reconstruction | 6 | EA. | \$ <u>450.00</u> | \$ <u>2,700.00</u> |
| 1.13 | Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc). | 1 | L.S. | \$ <u>1,835.00</u> | \$ <u>1,835.00</u> |
| 1.14 | Contingency | 1 | L.S. | \$7,000.00 | \$7,000.00 |

Site 1 Sub-Total: \$ 93,618.00

WRANGLER CONSTRUCTION, INC.

Name of Bidder


 Signature of Bidder

BID ITEMS

VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

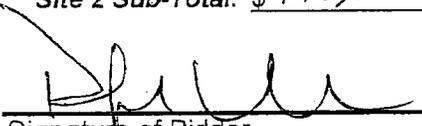
C3TS Project No. 1632-021

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|----------|------|---------------------|---------------------|
| <u>Site 2 - SW 176TH ST (from 77TH AVE to 75TH AVE)/SW 74TH PL (from Cul de Sac)/SW 75TH AVE (from 178TH TERR to 176TH ST)/ SW 178TH TERR (from 77TH AVE to 75TH AVE)</u> | | | | | |
| | General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond | | | | |
| 2.01 | | 1 | L.S. | \$ <u>11,520.00</u> | \$ <u>11,520.00</u> |
| 2.02 | F & I exfiltration trench (4' wide, 15' deep, 15" diameter) | 762 | L.F. | \$ <u>115.00</u> | \$ <u>87,630.00</u> |
| 2.03 | F & I 16" diameter DIP | 239 | L.F. | \$ <u>73.00</u> | \$ <u>17,447.00</u> |
| 2.04 | F & I 15" HDPE | 15 | L.F. | \$ <u>34.00</u> | \$ <u>510.00</u> |
| 2.05 | F & I Manhole (5' diameter w/ ring & cover) | 8 | EA. | \$ <u>2,100.00</u> | \$ <u>16,800.00</u> |
| 2.06 | F & I catch basin (4' diameter w/ frame & grate) | 2 | EA. | \$ <u>1,200.00</u> | \$ <u>2,400.00</u> |
| 2.07 | F & I 17" x 27" catch basin (w/ frame & grate) | 8 | EA. | \$ <u>1,150.00</u> | \$ <u>9,200.00</u> |
| 2.08 | F & I Pollution Retardant Baffle | 11 | EA. | \$ <u>210.00</u> | \$ <u>2,310.00</u> |
| 2.10 | Connection to existing slab-covered trench with concrete headwall | 5 | EA. | \$ <u>525.00</u> | \$ <u>2,625.00</u> |
| 2.11 | Cut existing drainage pipe and fit new to existing pipe manhole with concrete jacket(s). | 1 | EA. | \$ <u>1,750.00</u> | \$ <u>1,750.00</u> |
| 2.12 | Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base) | 5 | EA. | \$ <u>250.00</u> | \$ <u>1,250.00</u> |
| 2.13 | Existing Catch Basin to be Removed | 2 | EA. | \$ <u>450.00</u> | \$ <u>900.00</u> |
| 2.14 | Driveway Restoration/Reconstruction | 11 | EA. | \$ <u>450.00</u> | \$ <u>4,950.00</u> |
| 2.15 | Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc). | 1 | L.S. | \$ <u>1,715.00</u> | \$ <u>1,715.00</u> |
| 2.16 | Contingency | 1 | L.S. | \$12,000.00 | \$12,000.00 |

Site 2 Sub-Total: \$ 173,007.00

WRANGLER CONSTRUCTION, INC.

Name of Bidder



Signature of Bidder

BID ITEMS

VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

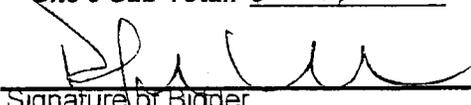
C3TS Project No. 1632-021

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|--|---|-----------------|-------------|--------------------|---------------------|
| Site 3 - SW 92ND AVE (from 163RD TER to middle of North Bend) | | | | | |
| 3.01 | General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond | 1 | L.S. | \$ <u>7,523.00</u> | \$ <u>7,523.00</u> |
| 3.02 | F & I exfiltration trench (4' wide, 15' deep, 15" diameter) | 179 | L.F. | \$ <u>115.00</u> | \$ <u>20,585.00</u> |
| 3.03 | F & I 16" diameter DIP | 46 | L.F. | \$ <u>73.00</u> | \$ <u>3,358.00</u> |
| 3.04 | F & I 15" HDPE | 10 | L.F. | \$ <u>34.00</u> | \$ <u>340.00</u> |
| 3.05 | F & I Manhole (5' diameter w/ ring & cover) | 3 | EA. | \$ <u>2,100.00</u> | \$ <u>6,300.00</u> |
| 3.06 | F & I 17" x 27" catch basin (w/ frame & grate) | 1 | EA. | \$ <u>1,150.00</u> | \$ <u>1,150.00</u> |
| 3.07 | F & I Pollution Retardant Baffle | 4 | EA. | \$ <u>210.00</u> | \$ <u>840.00</u> |
| 3.08 | Core Drill Exist. Catch Basin | 1 | EA. | \$ <u>515.00</u> | \$ <u>515.00</u> |
| 3.09 | Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base) | 1 | EA. | \$ <u>250.00</u> | \$ <u>250.00</u> |
| 3.10 | Concrete Sidewalk. Remove and reconstruct | 2255 | S.F. | \$ <u>3.15</u> | \$ <u>7,103.25</u> |
| 3.11 | Conc. Valley Gutter. Remove and reconstruct | 40 | L.F. | \$ <u>20.00</u> | \$ <u>800.00</u> |
| 3.12 | Type D Curb. Remove and reconstruct | 300 | L.F. | \$ <u>12.00</u> | \$ <u>3,600.00</u> |
| 3.13 | Catch Basin Repair | 2 | EA. | \$ <u>300.00</u> | \$ <u>600.00</u> |
| 3.14 | Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc). | 1 | L.S. | \$ <u>1,000.00</u> | \$ <u>1,000.00</u> |
| 3.15 | Contingency | 1 | L.S. | \$5,000.00 | \$5,000.00 |

Site 3 Sub-Total: \$ 58,964.25.

WRANGLER CONSTRUCTION, INC.

Name of Bidder



Signature of Bidder

BID ITEMS

VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V C3TS Project No. 1632-021

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|---|---|-----------------|-------------|--------------------|-------------------------|
| <u>Site 4 - SW 91ST AVE (from SW 168TH ST to SW 164TH ST)</u> | | | | | |
| | General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond | 1 | L.S. | \$ <u>7,573.00</u> | \$ <u>7,573.00</u> |
| 4.02 | F & I exfiltration trench (4' wide, 15' deep, 15" diameter) | 246 | L.F. | \$ <u>115.00</u> | \$ <u>28,290.00</u> |
| 4.03 | F & I 16" diameter DIP | 33 | L.F. | \$ <u>73.00</u> | \$ <u>2,409.00</u> (FC) |
| 4.04 | F & I catch basin (5' diameter w/ frame & grate) | 3 | EA. | \$ <u>1,250.00</u> | \$ <u>3,750.00</u> (FC) |
| 4.05 | F & I Pollution Retardant Baffle | 6 | EA. | \$ <u>210.00</u> | \$ <u>1,260.00</u> (FC) |
| 4.06 | Existing Catch Basin to be Removed | 1 | EA. | \$ <u>450.00</u> | \$ <u>450.00</u> |
| 4.07 | Core Drill Exist. Catch Basin | 1 | EA. | \$ <u>515.00</u> | \$ <u>515.00</u> |
| 4.08 | Driveway Restoration/Reconstruction | 3 | EA. | \$ <u>450.00</u> | \$ <u>1,350.00</u> |
| 4.09 | Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc). | 1 | L.S. | \$ <u>1,000.00</u> | \$ <u>1,000.00</u> |
| 4.10 | Contingency | 1 | L.S. | \$4,000.00 | \$4,000.00 |

Site 4 Sub-Total: \$ 50,547.00

WRANGLER CONSTRUCTION, INC.

Name of Bidder



Signature of Bidder

BID ITEMS

VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

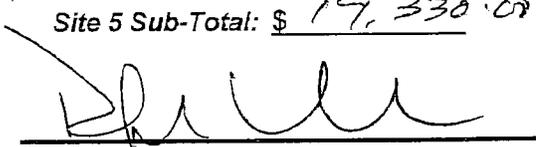
C3TS Project No. 1632-021

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|--|---|-----------------|-------------|-------------------|--------------------|
| Site 5 - SW 81ST AVE (from SW 151ST ST to 148TH DR) | | | | | |
| 5.01 | General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond | 1 | L.S. | \$ <u>523.00</u> | \$ <u>523.00</u> |
| 5.02 | Type S-III Asphalt Overlay | 450 | S.Y | \$ <u>12.00</u> | \$ <u>5,400.00</u> |
| 5.03 | Asphalt Milling | 450 | S.Y | \$ <u>9.00</u> | \$ <u>4,050.00</u> |
| 5.04 | Regrade Edge of pavement as shown on plans (just edges). | 169 | S.Y | \$ <u>3.00</u> | \$ <u>507.00</u> |
| 5.05 | Driveway Restoration/Reconstruction | 9 | EA. | \$ <u>450.00</u> | \$ <u>1,350.00</u> |
| 5.06 | Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc). | 1 | L.S. | \$ <u>500.00</u> | \$ <u>500.00</u> |
| 5.07 | Contingency | 1 | L.S. | \$2,000.00 | \$2,000.00 |

Site 5 Sub-Total: \$ 14,330.00

WRANGLER CONSTRUCTION, INC.

Name of Bidder



Signature of Bidder

BID ITEMS

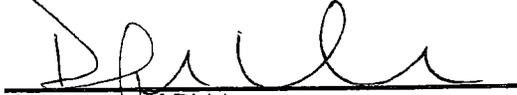
VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V C3TS Project No. 1632-021

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|---|---|-----------------|-------------|-------------------|------------------|
| <u>Site 6 - SW 73RD CT & SW 154TH TER</u> | | | | | |
| 6.01 | General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond | 1 | L.S. | \$ <u>7,523</u> | \$ <u>7,523</u> |
| 6.02 | F & I exfiltration trench (4' wide, 15' deep, 15" diameter) | 323 | L.F. | \$ <u>115</u> | \$ <u>37,145</u> |
| 6.03 | F & I 16" diameter DIP | 107 | L.F. | \$ <u>73</u> | \$ <u>7,811</u> |
| 6.04 | F & I Manhole (5' diameter w/ ring & cover) | 4 | EA. | \$ <u>2100</u> | \$ <u>8,400</u> |
| 6.05 | F & I catch basin (5' diameter w/ frame & grate) | 2 | EA. | \$ <u>1250</u> | \$ <u>2,500</u> |
| 6.06 | F & I 17" x 27" catch basin (w/ frame & grate) | 2 | EA. | \$ <u>1150</u> | \$ <u>2,300</u> |
| 6.07 | F & I Pollution Retardant Baffle | 6 | EA. | \$ <u>210</u> | \$ <u>1,260</u> |
| 6.08 | Core Drill Exist. Catch Basin | 2 | EA. | \$ <u>515</u> | \$ <u>1,030</u> |
| 6.09 | Existing Catch Basin to be Removed | 2 | EA. | \$ <u>450</u> | \$ <u>900</u> |
| 6.10 | Driveway Restoration/Reconstruction | 2 | EA. | \$ <u>450</u> | \$ <u>900</u> |
| 6.11 | Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc). | 1 | L.S. | \$ <u>1200</u> | \$ <u>1200</u> |
| 6.12 | Contingency | 1 | L.S. | \$6,000.00 | \$6,000.00 |

Site 6 Sub-Total: \$ 76,969.-

WRANGLER CONSTRUCTION, INC.

Name of Bidder



Signature of Bidder

BID ITEMS

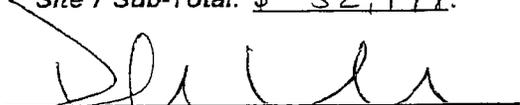
VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V C3TS Project No. 1632-021

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|---|---|-----------------|-------------|-----------------------|------------------------|
| Site 7 - SW 74TH AVE & SW 145TH TERR | | | | | |
| 7.01 | General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond | 1 | L.S. | \$ 7523 ⁻ | \$ 7523 ⁻ |
| 7.02 | F & I exfiltration trench (4' wide, 15' deep, 15" diameter) | 167 | L.F. | \$ 105 ⁻ | \$ 17,535 ⁻ |
| 7.03 | F & I 16" diameter DIP | 145 | L.F. | \$ 73 ⁻ | \$ 10,585 ⁻ |
| 7.04 | F & I Manhole (5' diameter w/ ring & cover) | 2 | EA. | \$ 2100 ⁻ | \$ 4,200 ⁻ |
| 7.05 | F & I catch basin (5' diameter w/ frame & grate) | 1 | EA. | \$ 1,250 ⁻ | \$ 1,250 ⁻ |
| 7.06 | F & I catch basin (4' diameter w/ frame & grate) | 2 | EA. | \$ 1,200 ⁻ | \$ 2,400 ⁻ |
| 7.07 | F & I 17" x 27" catch basin (w/ frame & grate) | 1 | EA. | \$ 1,150 ⁻ | \$ 1,150 ⁻ |
| 7.08 | F & I Pollution Retardant Baffle | 4 | EA. | \$ 210 ⁻ | \$ 840 ⁻ |
| 7.09 | Core Drill Exist. Catch Basin | 1 | EA. | \$ 515 ⁻ | \$ 515 ⁻ |
| 7.10 | Driveway Restoration/Reconstruction | 4 | EA. | \$ 450 ⁻ | \$ 1,800 ⁻ |
| 7.11 | Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc). | 1 | L.S. | \$ 1200 ⁻ | \$ 1200 ⁻ |
| 7.12 | Contingency | 1 | L.S. | \$4,000.00 | \$4,000.00 |

Site 7 Sub-Total: \$ 52,998⁻

WRANGLER CONSTRUCTION, INC.

Name of Bidder



Signature of Bidder

BID ITEMS

VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

C3TS Project No. 1632-021

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|----------|------|-----------------------------|------------------------------|
| <u>Site 8 - SW 145 TER (from SW 68TH CT to SW 68TH AVE)</u> | | | | | |
| <u>SW 68TH CT (UP TO 144TH TER)</u> | | | | | |
| 8.01 | General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond | 1 | L.S. | \$ <u>7,523⁻</u> | \$ <u>7,523⁻</u> |
| 8.02 | F & I exfiltration trench (4' wide, 15' deep, 15" diameter) | 289 | L.F. | \$ <u>105⁻</u> | \$ <u>30,345⁻</u> |
| 8.03 | F & I exfiltration trench (4' wide, 15' deep, 24" diameter) | 122 | EA. | \$ <u>115⁻</u> | \$ <u>14,030⁻</u> |
| 8.04 | F & I 16" diameter DIP | 215 | L.F. | \$ <u>73⁻</u> | \$ <u>15,695⁻</u> |
| 8.05 | F & I 15" HDPE | 123 | L.F. | \$ <u>34</u> | \$ <u>4,182⁻</u> |
| 8.06 | F & I Manhole (5' diameter w/ ring & cover) | 1 | EA. | \$ <u>2,100</u> | \$ <u>2,100⁻</u> |
| 8.07 | F & I catch basin (5' diameter w/ frame & grate) | 2 | EA. | \$ <u>1,250</u> | \$ <u>2,500⁻</u> |
| 8.08 | F & I catch basin (4' diameter w/ frame & grate) | 5 | EA. | \$ <u>1,200</u> | \$ <u>6,000⁻</u> |
| 8.09 | F & I 17" x 27" catch basin (w/ frame & grate) | 1 | EA. | \$ <u>1,150</u> | \$ <u>1,150⁻</u> |
| 8.10 | F & I Pollution Retardant Baffle | 8 | EA. | \$ <u>210</u> | \$ <u>1,680⁻</u> |
| 8.11 | Core Drill Exist. Catch Basin/Manhole | 5 | EA. | \$ <u>515</u> | \$ <u>2,575</u> |
| 8.12 | Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base) | 3 | EA. | \$ <u>250</u> | \$ <u>750⁻</u> |
| 8.13 | Driveway Restoration/Reconstruction | 5 | EA. | \$ <u>450</u> | \$ <u>2,250⁻</u> |
| 8.14 | Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc). | 1 | L.S. | \$ <u>1700</u> | \$ <u>1700⁻</u> |
| 8.15 | Contingency | 1 | L.S. | \$8,000.00 | \$8,000.00 |

Site 8 Sub-Total: \$ 100,490⁻

WRANGLER CONSTRUCTION, INC.

Name of Bidder



Signature of Bidder

BID ITEMS

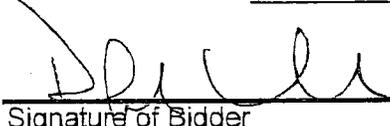
VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V C3TS Project No. 1632-021

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|----------|------|-----------------------|------------------------|
| Site 9 - SW 148TH ST (from SW 80TH AVE to SW 78TH AVE) | | | | | |
| 9.01 | General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond | 1 | L.S. | \$ 7523 ⁻ | \$ 7523 ⁻ |
| 9.02 | F & I exfiltration trench (4' wide, 15' deep, 15" diameter) | 699 | L.F. | \$ 105 ⁻ | \$ 73,395 ⁻ |
| 9.03 | F & I 16" diameter DIP | 173 | L.F. | \$ 73 ⁻ | \$ 12,629 ⁻ |
| 9.04 | F & I 15" HDPE | 64 | L.F. | \$ 34 ⁻ | \$ 2,176 ⁻ |
| 9.05 | F & I Manhole (5' diameter w/ ring & cover) | 5 | EA. | \$ 2,100 ⁻ | \$ 10,500 ⁻ |
| 9.06 | F & I catch basin (4' diameter w/ frame & grate) | 7 | EA. | \$ 1,270 ⁻ | \$ 8,770 ⁻ |
| 9.07 | F & I 17" x 27" catch basin (w/ frame & grate) | 6 | EA. | \$ 1,150 ⁻ | \$ 6,900 ⁻ |
| 9.08 | F & I Pollution Retardant Baffle | 17 | EA. | \$ 210 ⁻ | \$ 3,570 ⁻ |
| 9.09 | Cut existing drainage pipe and fit new manhole with concrete jacket. | 1 | EA. | \$ 1,850 ⁻ | \$ 1,850 ⁻ |
| 9.10 | Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base) | 6 | EA. | \$ 250 ⁻ | \$ 1,500 ⁻ |
| 9.11 | Driveway Restoration/Reconstruction | 12 | EA. | \$ 450 ⁻ | \$ 5,400 ⁻ |
| 9.12 | Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc). | 1 | L.S. | \$ 1,850 ⁻ | \$ 1,850 ⁻ |
| 9.13 | Contingency | 1 | L.S. | \$12,000.00 | \$12,000.00 |

Site 9 Sub-Total: \$ _____

FRANGLER CONSTRUCTION, INC.

Name of Bidder



Signature of Bidder

BID ITEMS

VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

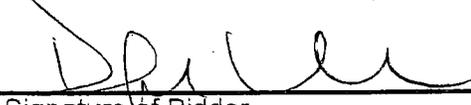
C3TS Project No. 1632-021

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|--|---|-----------------|-------------|-----------------------|------------------------|
| Site 10 - SW 72ND AVE (from SW 144TH ST to SW 139TH ST) | | | | | |
| 10.01 | General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond | 1 | L.S. | \$ 7,523 ⁻ | \$ 7,523 ⁻ |
| 10.02 | F & I exfiltration trench (4' wide, 15' deep, 15" diameter) | 336 | L.F. | \$ 105 ⁻ | \$ 35,280 ⁻ |
| 10.03 | F & I 16" diameter DIP | 8 | L.F. | \$ 73 ⁻ | \$ 584 ⁻ |
| 10.04 | F & I Manhole (5' diameter w/ ring & cover) | 1 | EA. | \$ 2,100 ⁻ | \$ 2,100 ⁻ |
| 10.05 | F & I catch basin (4' diameter w/ frame & grate) | 3 | EA. | \$ 1,200 ⁻ | \$ 3,600 ⁻ |
| 10.06 | F & I Pollution Retardant Baffle | 6 | EA. | \$ 210 ⁻ | \$ 1,260 ⁻ |
| 10.07 | Core Drill Exist. Catch Basin | 1 | EA. | \$ 515 ⁻ | \$ 515 ⁻ |
| 10.08 | Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base) | 1 | EA. | \$ 250 ⁻ | \$ 250 ⁻ |
| 10.09 | Driveway Restoration/Reconstruction | 6 | EA. | \$ 450 ⁻ | \$ 2,700 ⁻ |
| 10.10 | Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc). | 1 | L.S. | \$ 1,250 ⁻ | \$ 1,250 ⁻ |
| 10.11 | Contingency | 1 | L.S. | \$5,000.00 | \$5,000.00 |

Site 10 Sub-Total: \$ 60,062⁻

WRANGLER CONSTRUCTION, INC.

Name of Bidder



Signature of Bidder

BID ITEMS

VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

C3TS Project No. 1632-021

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--|---|----------|------|-----------------------|------------------------|
| Site 11 - SW 161ST ST (from SW 80TH AVE to SW 78TH AVE) | | | | | |
| 11.01 | General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond | 1 | L.S. | \$ 7,523 ⁻ | \$ 7,523 ⁻ |
| 11.02 | F & I exfiltration trench (4' wide, 15' deep, 15" diameter) | 245 | L.F. | \$ 105 ⁻ | \$ 25,755 ⁻ |
| 11.03 | F & I 16" diameter DIP | 124 | L.F. | \$ 73 ⁻ | \$ 9,052 ⁻ |
| 11.04 | F & I Manhole (5' diameter w/ ring & cover) | 2 | EA. | \$ 2,100 ⁻ | \$ 4,200 ⁻ |
| 11.05 | F & I catch basin (5' diameter w/ frame & grate) | 1 | EA. | \$ 1,250 ⁻ | \$ 1,250 ⁻ |
| 11.06 | F & I catch basin (4' diameter w/ frame & grate) | 1 | EA. | \$ 1,200 ⁻ | \$ 1,200 ⁻ |
| 11.07 | F & I 17" x 27" catch basin (w/ frame & grate) | 4 | EA. | \$ 1,150 ⁻ | \$ 4,600 ⁻ |
| 11.08 | F & I Pollution Retardant Baffle | 3 | EA. | \$ 210 ⁻ | \$ 630 ⁻ |
| 11.09 | Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base) | 1 | EA. | \$ 250 ⁻ | \$ 250 ⁻ |
| 11.10 | Driveway Restoration/Reconstruction | 5 | EA. | \$ 450 ⁻ | \$ 2,250 ⁻ |
| 11.11 | Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc). | 1 | L.S. | \$ 1,700 ⁻ | \$ 1,700 ⁻ |
| 11.12 | Contingency | 1 | L.S. | \$5,000.00 | \$5,000.00 |

Site 11 Sub-Total: \$ 62,880⁻ *24*

TOTAL FOR ELEVEN AREAS IN FIGURES (LUMP SUM)

T1 \$ 891,898.25

T1 x 1.5% =

T2 \$ 13,378.47

(Art in Public Places Project Fee)

PERMIT FEE FOR ELEVEN AREAS IN FIGURES (LUMP SUM)

T3 \$150.50

GRAND TOTAL = T1 + T2 + T3 IN FIGURES (LUMP SUM)

\$ 905,426.72 *24*

GRAND TOTAL (WRITTEN): NINE HUNDRED FIVE THOUSAND, FOUR HUNDRED

24 TWENTY SIX (SEVENTY TWO CENTS)

WRANGLER CONSTRUCTION, INC.

Bidders: _____

By: *D. Full*

Title: President

Telephone: 305-278-4719

Fax: (305) 278-420



Acknowledgement of
Addendum of Solicitation

Amendment/Modification No.: 1
Amendment of RFQ No.: 2012-PW-103
Title of Bid: Villagewide Drainage Improvements Phase V

Name of
Proposer

Wrangler Construction, Inc.

Date Addendum
Received

10/5/2012

Total Pages of Addendum including Acknowledgement

14

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.



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 2

Amendment of RFQ No.: 2012-PW-103

Title of Bid: Villagewide Drainage Improvements Phase V

Name of
Proposer

Wrangler Construction, Inc.

Date Addendum
Received

10/12/2012 (FC)

Total Pages of Addendum including Acknowledgement

4

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.



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 3

Amendment of RFQ No.: 2012-PW-103

Title of Bid: Villagewide Drainage Improvements Phase V

Name of
Proposer

Wrangler Construction, Inc.

Date Addendum

Received

10/16/12

Total Pages of Addendum including Acknowledgement

3

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.

TRENCH SAFETY

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

| | TRENCH SAFETY MEASURE (DESCRIPTION) | UNITS OF MEASURE UNIT (LF, SY) | UNIT (QUANTITY) | COST | EXTENDED COST |
|----|---|--------------------------------------|--------------------|-------------|-------------------|
| A. | <u>SLOPE</u> | <u>LF</u> | <u>2,275</u> | <u>1.00</u> | <u>\$2,275.00</u> |
| B. | _____ | _____ | _____ | _____ | _____ |
| C. | _____ | _____ | _____ | _____ | _____ |

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

STAFF REPRESENTATIVE PROJECTS (continued)
(GENERAL ENGINEERING CONSTRUCTION)

| | |
|--|-----------------|
| GOLDEN GATES ESTATES AND MARINA Private Development Water and Sewer System The Breakstone Group, Golden Beach, Florida | \$ 300,000.00 |
| DADE CORRECTIONAL INSTITUTION, NORTH UNIT Underground Power, Lighting and Communications State of Florida Department of Corrections Florida City, Florida | \$ 1,600,000.00 |
| SANITARY FORCE MAIN AND PUMP STATION IMPROVEMENT PROGRAM Replacement and/or repairs of pumped sewer systems Metropolitan Dade County Water and Sewer Department Miami, Florida | \$ 750,000.00 |
| PARKING LOT FOR UNIVISION Design/Build Overflow Two-Acre Parking Facility Univision Television Network, Miami, Florida | \$ 300,000.00 |
| RIVIERA COLONY SUBDIVISION, PHASE II New Sanitary Sewerage and Water Distribution System Collier County Office of Construction Projects Management Naples, Florida | \$ 900,000.00 |
| COUNTYWIDE SANITARY SEWER REPLACEMENT PROGRAM, CONTRACT S-656 Replacement of pipe and appurtenances of gravity sewers Metropolitan Dade County Water and Sewer Department Miami, Florida | \$ 4,300,000.00 |
| CITYWIDE SANITARY SEWER CONSTRUCTION PROGRAM Installation of deep pipe and appurtenances of gravity sewers City of Fort Worth Public Utilities Department Fort Worth, Texas | \$ 2,000,000.00 |
| NEIGHBORHOOD REVITALIZATION PROJECT Sanitary Sewerage, Pump Stations and Water Distribution City of Homestead, Florida | \$ 2,300,000.00 |

STAFF REPRESENTATIVE PROJECTS (continued)
(GENERAL ENGINEERING CONSTRUCTION)

| | |
|---|-----------------|
| WESTWIND PARK Site Development, Football Field construction Fortex Construction, Inc., Doral, Florida | \$ 348,000.00 |
| NORTHEAST TRANSFER STATION SITE IMPROVEMENTS Complete site restoration, including paving, grading and storm drain system replacement. Metropolitan Dade County Solid Waste Management Miami, Florida | \$ 990,000.00 |
| THE MIRAGE AT SAILBOAT COVE Complete Infrastructure Development, 12-Acre Site Sailboat Cove Ventures, LLC, Developer, Opa-locka, Florida | \$ 3,208,106.55 |
| VILLAGE OF EL PORTAL Stormwater Improvements, Phase I Village of El Portal, Florida | \$ 472,822.00 |

WRANGLER CONSTRUCTION, INC.
STAFF REPRESENTATIVE PROJECTS

(Managed and qualified by Wrangler staff while in the employ of other organizations)

GENERAL ENGINEERING CONSTRUCTION

| | |
|---|-----------------|
| CITYWIDE WATER AND SEWER SYSTEM REPLACEMENT AND REPAIRS Yearly contract with Public Works Department City of Miami Springs, Florida | \$ 1,392,000.00 |
| BELLE MEADE ISLAND DRAINAGE IMPROVEMENTS Paving/Grading/Drainage with Disposal Wells City of Miami Department of Public Works Miami, Florida | \$ 950,000.00 |
| STORM DRAINAGE AND PAVING Countywide installation and repairs of storm drainage systems Miami-Dade County Department of Environmental Resources Management and United States F.E.M.A. Miami, Florida | \$ 1,000,000.00 |
| DISTRICT-WIDE FENCING PROGRAM Installation of fencing throughout school district Dade County Public Schools, Miami, Florida | \$ 2,180,000.00 |
| CONCOURSE "E" TUNNEL UTILITY RELOCATION Water, Sewer, Paving, Grading and Drainage Culverts, airside at Miami International Airport. Odebrecht Construction, G.C. Miami-Dade Aviation Department, Miami, Florida | \$ 1,900,000.00 |
| UNIVISION TELEVISION NETWORK NW PARKING LOT Clearing, grubbing, grading, drainage and paving of new Parking Lot for Univision Television Network, Owner, Miami, Florida | \$ 220,000.00 |
| ANNUAL LOCAL DRAINAGE IMPROVEMENTS Countywide installation of storm drainage systems Metropolitan Dade County Public Works Department Miami, Florida | \$ 3,000,000.00 |
| MIAMI EDISON MIDDLE SCHOOL REPLACEMENT 12" Water Main Extension, Drainage Wells, Site Development Dade County Public Schools, Miami, Florida | \$ 598,000.00 |

ADDRESS _____
 SCOPE OF WORK _____
 APPROXIMATE VALUE \$ _____

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

| | | |
|-----|-----------------------|----------------------|
| 1a. | NAME OF SUBCONTRACTOR | <u>VISIL CORP.</u> |
| 1b. | DESCRIPTION OF WORK | <u>Asphalt work.</u> |
| 2a. | NAME OF SUBCONTRACTOR | _____ |
| 2b. | DESCRIPTION OF WORK | _____ |
| 3a. | NAME OF SUBCONTRACTOR | _____ |
| 3b. | DESCRIPTION OF WORK | _____ |
| 4a. | NAME OF SUBCONTRACTOR | _____ |
| 4b. | DESCRIPTION OF WORK | _____ |

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

If awarded the Contract, the undersigned agrees to execute the attached Contract within fifteen (15) calendar days after the date on which Notice of Intent to Award is received and to be substantially complete within 210 calendar days and finally complete with all work within not more than 240 calendar days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

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

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

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

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

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

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

SUBMITTED _____
FIRM NAME _____
BUSINESS ADDRESS _____
BUSINESS TELEPHONE _____
SIGNATURE OF RESPONSIBLE OFFICIAL _____
TITLE _____
STATE OF INCORPORATION _____

FULL NAMES & ADDRESSES OF
PERSONS OR PARTIES INTERESTED
IN THE FOREGOING BID, AS PRINCIPALS: _____

Addenda No(s) _____ received and attached hereto.

END OF SECTION

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")
VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V (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).

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Wrangler
Construction, Inc. (hereinafter called the Principal), and Westchester
Fire Insurance Company (hereinafter called the Surety), a Corporation chartered and existing
under the laws of the State of PA with its principal offices in the City of
Philadelphia 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 5% of Amount Bid
Dollars (\$ 5%),
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")
VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V (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 Wrangler Construction, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Westchester Fire Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its _____ Attorney in Fact _____, and attested by its _____ Power of Attorney, under its corporate seal, this 19th day of October, A.D., 2012.

ATTEST:

Carla Secunda
[Signature]

[Signature] President
BY: Wrangler Construction, Inc. (Title)
(Principal)

ATTEST:

As per attached power of attorney

Westchester Fire Insurance Company

BY: [Signature]
(Surety) Attorney-in-Fact
Brett Rosenhaus

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

END OF SECTION

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Brett Rosenhans, Charles D Nielson, Charles J Nielson, David R Hoover, Edward M Clark, Ian A Nipper, Joseph F Nielson, Katherine S Grimsley, Kevin R Wojtowicz, Laura D Mosholder, all of the City of MIAMI LAKES, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 16 day of July 2012.

WESTCHESTER FIRE INSURANCE COMPANY



Signature of Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 16 day of July, AD 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Signature of Karen E. Brandt, Notary Public

I, the undersigned, Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 19th day of October 2012



Signature of William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 16, 2014.

Corrice Patterson

From: Sean P. Compel <scompel@c3ts.com>
Sent: Tuesday, October 30, 2012 8:27 AM
To: Corrice Patterson
Cc: Danny Casals; Kristy Bada
Subject: Phase V Priority List

Corrice,

We have reviewed the 11 drainage areas that have been designed and are ready for construction. We have assigned three levels of priority to the sites. These priority levels are based on field observations during and after rain events, engineering analysis of the sites, and percolation rates. Costs and budgets were not taken into account. The list is as follows, each in numerical order:

High Priority

Sites 1, 2, 8 and 9

Medium Priority

Sites 4, 7, and 10

Low Priority

Sites 3, 5, 6, 11

Please let me know if you have any questions.

Sean Compel, P.E., LEED AP
Associate

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