

RESOLUTION NO. 2017-136

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A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TRAFFIC CALMING; INCREASING THE AMOUNT OF THE CONTRACT PREVIOUSLY AWARDED TO MAGGOLC, INC. FOR THE CONSTRUCTION OF THE TRAFFIC CIRCLE AT THE INTERSECTION OF SW 168TH STREET AND SW 82ND AVENUE BY \$156,207.31; AUTHORIZING THE VILLAGE MANAGER TO ISSUE AN AMENDED PURCHASE ORDER FOR A TOTAL AMOUNT OF \$356,930.97; PROVIDING AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, the original project scope for the traffic circle at the intersection of SW 168 St and SW 82 Ave was issued to solicit a qualified General Contractor with roadway project experience for the construction of a traffic circle in accordance with plans and specifications that excluded drainage infrastructure improvements; and

WHEREAS, based on the results of the bid, the low bidder was Maggolc Inc., with a total bid amount not to exceed \$200,723.66; and

WHEREAS, Miami Dade County prior to permitting project for construction requested the addition of more intensive drainage (french drains) to be added on all four legs of the intersection of SW 168 St and SW 82 Ave; and

WHEREAS, County staff felt that it would be to the best interest of the project that the drainage be added and approval of the permit to perform the work was contingent on the additional drainage; and

WHEREAS, during the construction of the roundabout it was discovered that many of the utilities within the limits of the construction area were either inaccurate or not in the marked location; and

WHEREAS, gas, water, sewer and cable line conflicts were identified within the scope of the project area; and

1 **WHEREAS**, working diligently with the contractor, the design
2 team approved in-field changes to accommodate structures that had to
3 be relocated to the roadway for proper installation of the drainage
4 system in accordance with approved by Miami-Dade County; and

5
6 **WHEREAS**, the Village has received approval from Miami-Dade
7 County to use unexpended funds in the amount of \$156,207.31 to
8 construct drainage improvements and to fund additional improvements
9 to include the installation of pattern paver crosswalks and the interior of
10 the circle, in ground solar pavement markers, up-lighting for increased
11 visibility and enhanced signage throughout the scope of the project for
12 an amount not to exceed the JPA funding amount of \$356,930.97 for
13 eligible expenses; and

14
15 **WHEREAS**, the County will reimburse the Village in the amount
16 up to \$356,930.97 for eligible expenses incurred to facilitate the
17 construction of a traffic circle at the intersection of SW 168th ST and SW
18 82nd AV in accordance with the executed JPA between the Village and
19 the County; and

20
21 **WHEREAS**, Administration is requesting Village Council to
22 authorize the Village Manager to amend the contract amount,
23 increasing Maggolo Inc., contract amount by \$156,207.31 for an
24 amended total amount not to exceed \$356,930.97 to construct
25 additional traffic circle improvements to include field changes for proper
26 installation of required drainage infrastructure and additional amenities
27 as approved by Miami-Dade County.

28
29 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**
30 **OF PALMETTO BAY, FLORIDA, THAT:**

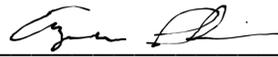
31
32 **Section 1.** The Village Council approves the \$156,207.31
33 increase in the contract award to Maggolo Inc. and further authorizes
34 the Village Manager to amend the contract amount awarded Maggolo
35 Inc. in an amount not to exceed \$356,930.97 to construct traffic circle
36 improvements to include field changes for proper installation of required
37 drainage infrastructure additional amenities as approved by Miami-Dade
38 County.

1 **Section 2.** This Resolution shall take effect immediately upon its
2 adoption.

3
4 **PASSED** and **ADOPTED** this 4th day of December, 2017.

5
6
7 Attest:

8
9
10 DocuSigned by:
11 *Missy Arocha*
12 6EDC211EFE8C48C
13 Missy Arocha
14 Village Clerk

15
16 DocuSigned by:
17 
18 3B8854AD569E49A...
19 Eugene Flinn
20 Mayor

21
22 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
23 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,
24 FLORIDA ONLY:

25 DocuSigned by:
26 *Dexter W. Lehtinen*
27 1B1D08E71321445...
28 Dexter W. Lehtinen
29 Village Attorney

30 FINAL VOTE AT ADOPTION:

- 31 Council Member Karyn Cunningham YES
- 32 Council Member David Singer YES
- 33 Council Member Larissa Siegel Lara YES
- 34 Vice-Mayor John DuBois YES
- 35 Mayor Eugene Flinn YES

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RESOLUTION NO. 2017-95

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS FOR CONSTRUCTION OF TRAFFIC CALMING IMPROVEMENTS; APPROVING THE SELECTION OF MAGGOLC, INC., TO PROVIDE CONSTRUCTION SERVICES FOR THE INSTALLATION OF A TRAFFIC CIRCLE AT THE INTERSECTION OF SW 168TH STREET/RICHMOND DRIVE AND SW 82ND AVENUE; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$200,723.66; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, in response to numerous complaints by residents of the Village of Palmetto Bay, staff together with Marlin Engineering, Inc. and Miami-Dade County Department of Transportation and Public Works (DTPW) collected data, performed multiple site visits and traffic modeling at the signalized intersection of SW 168th Street and SW 82nd Avenue to assess the alleged deficiencies with the intersection; and

WHEREAS, Marlin Engineering and DTPW have determined that there is an issue with speed, volume and cut-through traffic into neighboring residential communities to avoid the queue of traffic at the approach to this signalized intersection during AM and PM peak hours; and

WHEREAS, in September of 2016, the Village Council adopted Resolution No. 2016-85, authorizing the Village Manager to execute a Joint Participation Agreement (“JPA”) with Miami-Dade County to facilitate construction of the traffic circle; and

WHEREAS, Miami Dade County will provide funding in the amount of \$250,000 for eligible expenses incurred to facilitate the construction of a traffic circle at the intersection of SW 168th Street and SW 82nd Avenue; and

1 **WHEREAS**, the Village’s consulting engineer (Marlin
2 Engineering, Inc.) completed the design, and permitting phase of the
3 traffic calming improvements; and
4

5 **WHEREAS**, a competitive bid process was followed for the
6 construction of a traffic circle on SW 168th Street and 82nd Avenue with
7 the issuance of an Invitation to Bid (ITB) No. 1617-11-011; and
8

9 **WHEREAS**, the ITB was advertised in the Daily Business Review
10 on June 15, 2017; and
11

12 **WHEREAS**, bids for traffic calming improvements were received
13 and publicly opened on June 30, 2017; and
14

15 **WHEREAS**, a total of three (3) contractors submitted a bid; and
16

17 **WHEREAS**, Village Administration reviewed the bid packages and
18 summarized the submittals based on pricing, completeness, experience
19 and references; and
20

21 **WHEREAS**, based on the results of the bid, the lowest and most
22 qualified bidder is Maggolc Inc., with a total bid amount of \$200,723.66;
23 and
24

25 **WHEREAS**, Village Administration is requesting authorization
26 from the Village Council to enter into an agreement with Maggolc, Inc.
27 to provide construction services for the installation of a traffic circle at
28 the intersection of SW 168th Street and 82nd Avenue in accordance with
29 the term and conditions of the project agreement attached hereto as
30 “**Exhibit A**”; and
31

32 **WHEREAS**, funding is available and budgeted for this item under
33 “Special Revenue Transportation Sales Tax” – Traffic Calming
34 Improvements in an amount not to exceed \$200,723.66 during Fiscal
35 Year 2016-17. The remaining fund balance in this account once funds
36 are expended is \$74,845.62.
37

38 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**
39 **OF PALMETTO BAY, FLORIDA, THAT:**
40

1 **Section 1.** The Village Council approves the selection of
2 Maggolc, Inc. to provide construction services for the installation of a
3 traffic circle at the intersection of SW 168th Street and 82nd Avenue.
4

5 **Section 2.** The Village Council further authorizes the Village
6 Manager to execute an agreement in substantially the form attached
7 hereto as “**Exhibit A**” and issue a purchase order approving
8 expenditure of funds in an amount up to \$200,723.66.
9

10 **Section 3.** This Resolution shall take effect immediately upon its
11 adoption.
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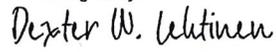
13 **PASSED and ADOPTED** this 12th day of July, 2017.
14

15 Attest:

16 DocuSigned by:
17 
18 Missy Arocha
19 Village Clerk

 DocuSigned by:
 
 Eugene Flinn
 Mayor

20
21
22 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
23 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,
24 FLORIDA ONLY:

25 DocuSigned by:
26 
27 Dexter W. Lehtinen
28 Village Attorney

29
30 FINAL VOTE AT ADOPTION:

31
32 Council Member Karyn Cunningham ABSENT
33
34 Council Member David Singer YES
35
36 Council Member Larissa Siegel Lara YES
37
38 Vice-Mayor John DuBois ABSENT
39
40 Mayor Eugene Flinn YES

EXHIBIT

A

RESOLUTION NO. 2016-85

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A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF PALMETTO BAY FOR THE DESIGN AND CONSTRUCTION OF A ROAD IMPROVEMENT PROJECT WITHIN THE VILLAGE; PROVIDING FOR APPROVAL OF A JOINT PARTICIPATION AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A" TRAFFIC CIRCLE AT THE INTERSECTION OF SW 82ND AVENUE AND SW 168TH STREET; FURTHER PROVIDING AUTHORIZATION FOR THE VILLAGE MANAGER TO EXECUTE THE JOINT PARTICIPATION AGREEMENT BETWEEN THE VILLAGE OF PALMETTO BAY AND MIAMI-DADE COUNTY WITH FUNDING SUPPLIED BY MIAMI-DADE COUNTY IN AN AMOUNT NOT TO EXCEED \$250,000 FOR CONSTRUCTION OF THE TRAFFIC CIRCLE AT THE INTERSECTION OF SW 168TH STREET AND SW 82ND AVENUE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, Miami-Dade County (the "County") and the Village of Palmetto Bay (the "Village") both desire to facilitate the construction of a traffic circle at the intersection of SW 168th Street and SW 82nd Avenue; and

WHEREAS, in order to further facilitate the construction of the road improvements, the County desires to provide funding in the amount of \$250,000 for eligible expenses incurred to facilitate the construction of a traffic circle at the intersection of SW 168th Street and SW 82nd Avenue while utilizing resources of the Village to design, contract, and administer the traffic circle roadway improvement project; and

WHEREAS, the Village will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, project documentation and flyers, and schedules for major work to be performed in the area; and

WHEREAS, the Village agrees to enter into a Joint Participation Agreement to facilitate the construction of a traffic circle at the intersection of SW 168th Street and SW 82nd Avenue, in substantially the form attached hereto as Exhibit "A" subject to the condition that the Village Manager or his designee negotiate a more favorable reimbursement provision for the agreement; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

1 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
2 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

3
4 **Section 1. Recitals.** The above recitals are true and correct and are incorporated
5 herein by this reference.
6

7 **Section 2. Approval of Agreement.** The Village Council hereby approves the
8 Joint Participation Agreement to facilitate the construction of a traffic circle at the
9 intersection of SW 168th Street and SW 82nd Avenue, in substantially the form attached hereto
10 as Exhibit "A" subject to the condition that the Village Manager or his designee negotiate a
11 more favorable reimbursement provision for the agreement.
12

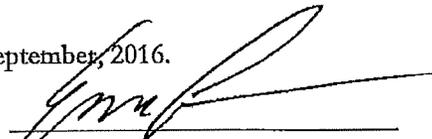
13 **Section 3. Authorization of the Village Manager.** The Village Manager is
14 authorized to take all action necessary to enter into the Joint Participation Agreement between
15 the Village of Palmetto Bay and Miami-Dade County and accept funding in the amount of
16 \$250,000 from the County for eligible expenses incurred to facilitate the construction of a
17 traffic circle at the intersection of SW 168th Street and SW 82nd Avenue, in substantially the
18 form attached hereto as Exhibit "A" subject to the condition that the Village Manager or his
19 designee negotiate a more favorable reimbursement provision for the agreement.
20

21 **Section 4.** This Resolution shall become effective upon the date of its adoption
22 herein.
23

24 **PASSED and ADOPTED** this 19th day of September, 2016.

25
26 Attest:


27 Missy Arocha
28 Village Clerk
29


30 Eugene Flinn
31 Mayor
32

33 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND
34 RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
35


36 Dexter W. Lehtinen
37 Village Attorney
38

39 **FINAL VOTE AT ADOPTION:**

40 Council Member Karyn Cunningham YES
41
42 Council Member Tim Schaffer YES
43
44 Council Member Larissa Siegel Lara YES
45
46 Vice-Mayor John DuBois YES
47
48 Mayor Eugene Flinn YES

**JOINT PARTICIPATION AGREEMENT FOR FOR A TRAFFIC CIRCLE AT THE
INTERSECTION OF SW 168TH STREET AND SW 82ND AVENUE BETWEEN
MIAMI-DADE COUNTY AND THE VILLAGE OF PALMETTO BAY**

This Joint Participation Agreement is made and entered into this _____ day of _____, 2016, by and between the VILLAGE OF PALMETTO BAY, FLORIDA a municipal corporation of the STATE OF FLORIDA hereinafter referred to as the "Village", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, both parties herein wish to facilitate the construction of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

The construction of a traffic circle at the intersection of SW 168TH STREET AND SW 82ND AVENUE; and

WHEREAS, the County wishes to utilize the resources of the Village to contract and construct the Project, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

1. RESPONSIBILITIES OF VILLAGE:

- 1.1. **Permits and Approvals:** The Village shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The Village shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Village shall obtain all necessary permits, and utility adjustments for the Project in accordance with

applicable state, federal and local laws and ordinances. The Village shall not pay for any permits required by the Miami- Dade County Transportation and Public Works Department.

- 1.2. **Right-of-Way:** The Village shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.

- 1.3. **Public Information and Involvement:** The Village will implement a Public Involvement Plan (PIP) during the construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the project stakeholders will be used to develop the goals and objectives to implement the PIP. The Village shall submit a copy of the PIP to the County Transportation and Public Works Director for review and concurrence prior to the Notice to Proceed for construction.

- 1.4 **Accounting:** The Village shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The Village agrees to permit the County auditors to inspect the books, records and accounts of the Project for three years after completion of the Project. These records shall be made available to the County for inspection within five (5) business days upon written receipt of a written request from the County.

- 1.5 **Construction:** The Village shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The Village may award the contract through any available lawful means which, in the Village's discretion, affords the most competitive price for construction of the Project and

which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing Village contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the Village shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement. Prior to the advertisement to solicit a licensed contractor to construct the Project, the Village will contact the County's Transportation and Public Works Contracts and Specifications Section to ensure this compliance.

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and Village as joint obliges or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved by designated representatives of the County and Village. The commitment for the expenditures of any contingency funds shall not be made by the Village without the prior written approval of the County Public Works Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the Village to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the Village and the Village's determination of the most advantageous bid or proposal, the Village shall provide said evaluation to the County Public Works Director for review and approval. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County Transportation and Public Works Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the Village.

1.6. Claims and Change Orders: The Village shall notify the County

Transportation and Public Works Director in writing when claims or change orders arise. The Village shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the Village.

1.7. Construction Administration and Inspection: The Village shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Village may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County Public Works Director, or their representative, shall have final authority subsequent to an independent final inspection by the County. The Village's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The Village shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the Village and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Transportation and Public Works Director or designee.

1.8. Maintenance: The Village shall be solely responsible for maintenance upon construction completion of the Project.

2. RESPONSIBILITIES OF COUNTY:

2.1. Funding Amount, Reimbursement of Project Costs: The County agrees

to provide funds up to \$ (this amount includes 10% contingency) for eligible costs, as defined herein, incurred by the Village for the construction of the Project. The County shall disburse to the Village funds for the Project in the manner set forth in this Section. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the Board of County Commissioners.

2.2 County Payments of Project Costs: The County funds provided for eligible costs as defined herein, incurred for the construction of the Project are specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>FY of Commitment</u>
\$	Transit Surtax Funds (Construction)	2015-2016

2.3 Project Cost Adjustments: The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above referenced cost may be required in the future and that at the option of the parties, amendments may be entered into to revise the funds available for the Project. Provided that there is no increase in the amount of County funds required as stated in Section 2.1, amendments may be executed by the Village Manager and the County Mayor or County Mayor's designee without the need for approval by the Village Council and County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

3. ELIGIBLE COSTS: The parties agree that only the below identified costs that may be incurred by the Village that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this costs are further defined as those pertaining to the construction of Project elements that are the

standard items normally provided for by the County in County roadway construction projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the Village may request County reimbursement only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

4. SCHEDULE AND MANNER OF REIMBURSEMENTS: Upon execution, the Village shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the Village shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County Transportation and Public Works Director. Quarterly disbursement of County funds to the Village shall be based upon Village invoices with certified copies of paid contractor estimates attached and shall not include any other charges. The quarterly submittal for invoice shall also include a certified copy of payment to Sub-Contracted firms.

5. COMPLIANCE WITH LAWS: The parties shall comply with applicable federal, state, and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

6. BUSINESS PROGRAM COMPLIANCE AND OVERSIGHT: Whenever County funds are used, the Village agrees to comply with applicable County

regulations including but not limited to the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise(CBE) Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, the Village agrees to abide by the applicable contract measure recommendation(s) established by the Department of Business Development Project Worksheet for the participation of specified business entities and/or trades, and for CWP requirements, as administered by the County's Department of Small Business Development (SBD). SBD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Code.

7. CITIZENS' INDEPENDENT TRANSPORTATION TRUST APPROVAL: Unless waived by action of the County, this Agreement shall only become effective upon approval by the Board of County Commissioners and the Citizens' Independent Transportation Trust (CITT) or, if not approved by the CITT, by the Board of County Commissioners re-affirmance of the award by 2/3 vote of its membership, all pursuant to the applicable ordinance. In the event the Agreement is not approved, the Agreement shall be null and void and be of no force or effect.

8. PEOPLE'S TRANSPORTATION ON PLAN PROJECT SIGNAGE: The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by the People's Transportation Plan, in coordination with the Village, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.

9. INDEMNIFICATION: To the extent authorized by Florida law, the Village hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section §768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the Village, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the Village to the extent of all the limitations included in Section §768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Village for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Village to perform the work, the Village shall, upon written request by the county, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the Village pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The Village agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damage recovered by the County which is attributable to expenditure by the Village shall be returned to the Village by the County, within sixty (60) business days of receipt.

10. DISPUTE RESOLUTION, APPLICABLE LAW: The parties shall resolve any

disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida.

11. ENTIRE AGREEMENT, AMENDMENTS: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

12. JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

13. SEVERANCE: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be

effective unless the Village or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

14. NOTICES: Any and all notices required to be given under this agreement shall be sent by first class mail, addressed as follows:

To the County:

Attention: Alice Bravo, P.E.
Director, Miami-Dade County
Transportation and Public Works Department
111 NW First Street, Suite 1640
Miami, Florida 33128
(305) 375-2960

To the Village:

Attention: Edward Silva
Manager, Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
(305) 259-1234

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA,
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN
CLERK OF THE BOARD

BY: _____
DEPUTY CLERK

BY: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency _____
County Attorney

ATTEST:

VILLAGE OF PALMETTO BAY, a municipal
corporation of the STATE OF FLORIDA

BY: _____ BY: _____
Missy Arocha Edward Silva,
Interim Village Clerk Village Manager

(AFFIX VILLAGE SEAL)

Approved by Village Attorney
as to form and legal sufficiency _____
Dexter W. Lehtinen
Village Attorney

EXHIBIT

B

**INVITATION TO BID (ITB)****No. 1617-11-011****TRAFFIC CIRCLE AT THE INTERSECTION OF: SW 168TH STREET AND SW 82ND AVENUE**

The Village of Palmetto Bay, Florida is soliciting bids for the construction of a traffic circle located on the intersection of SW 168th Street and 82nd Avenue. The Village will **receive sealed bids no later than 3:00 p.m.** on or before Friday the 30th day of June, 2017 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, five (5) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

A mandatory, pre-bid meeting is scheduled for Wednesday, June 21st, 2017 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 Thursday, June 15th, 2017. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, lpittser@palmettobay-fl.gov.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and 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.

EXHIBIT

C



17-06-30 P03:01 IN

VILLAGE OF PALMETTO BAY
BID OPENING
FRIDAY, June 30, 2017 - 3:00 PM

INVITATION TO BID (ITB) #1617-11-011
TRAFFIC CIRCLE CONSTRUCTION ON SW 168TH STREET AND 82ND AVENUE

Bidder(s):

Price:

JVA Engineering Contractor

\$ 329,990.00

Metro Express Inc.

\$382,812.00

Maggolo, Inc.

\$200,753.66

(This section is crossed out with a large diagonal line)

Opening conducted and verified by:

Witnesses:

Missy Arocha

Missy Arocha
Village Clerk

Litzy Pittner

Print Name: Litzy Pittner

Cornice Patterson

Print Name: Cornice Patterson

EXHIBIT

D

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

TRAFFIC CIRCLE AT THE INTERSECTION OF:
SW 168TH STREET AND SW 82ND AVENUE

ITB NO.:

1617-11-011

DUE DATE:

FRIDAY, JUNE 30th 2017

on or before 3:00 p.m. EST
Municipal Building

ISSUED: THURSDAY, JUNE 15th 2017

CONTACT PERSONS:

Director of Public Services
Corrice Patterson
Village of Palmetto Bay
cpatterson@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Village Managers Office – Procurement Division
LPittser@palmettobay-fl.gov

MAGGOLC INC.

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

CONTACT INFORMATION:

Bidder Name: **Maggolc Inc.**

Contact Person: **Mario Gonzalez**

Address: **11020 SW 55th Street, Miami FL 33165**

Telephone: **786-291-2949**

Email Address: maggolc@yahoo.com

Type of Organization: **Corporation**

Year Stablished: **June 14, 2005 / State of Florida**

Years in Business: **12 Years**

Fin ID: **20-3345775**

Qualifications of Firm: **Attached**

Licenses: **Attached**

LEAD TEAM INFORMATION:

See attached Project organization Chart



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E251302

MAGGOLC INC

D.B.A.

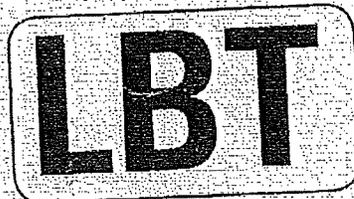
Mf
GONZALEZ MARIO

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

008586

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY-



5684064

BUSINESS NAME/LOCATION

MAGGOLC INC
11020 SW 55 ST
MIAMI FL 33165

RECEIPT NO.

RENEWAL
5928487

EXPIRES

SEPTEMBER 30, 2017

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
MAGGOLC INC

Worker(s) 1

SEC. TYPE OF BUSINESS
196 SPECIALTY ENGINEERING CONTRACT
E251302

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 07/14/2016
CREDITCARD-16-040505

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

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

For more information, visit www.miamidade.gov/taxcollector



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

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

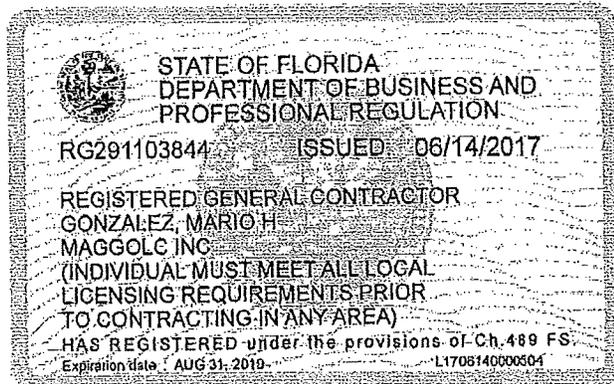
(850) 487-1395

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

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

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

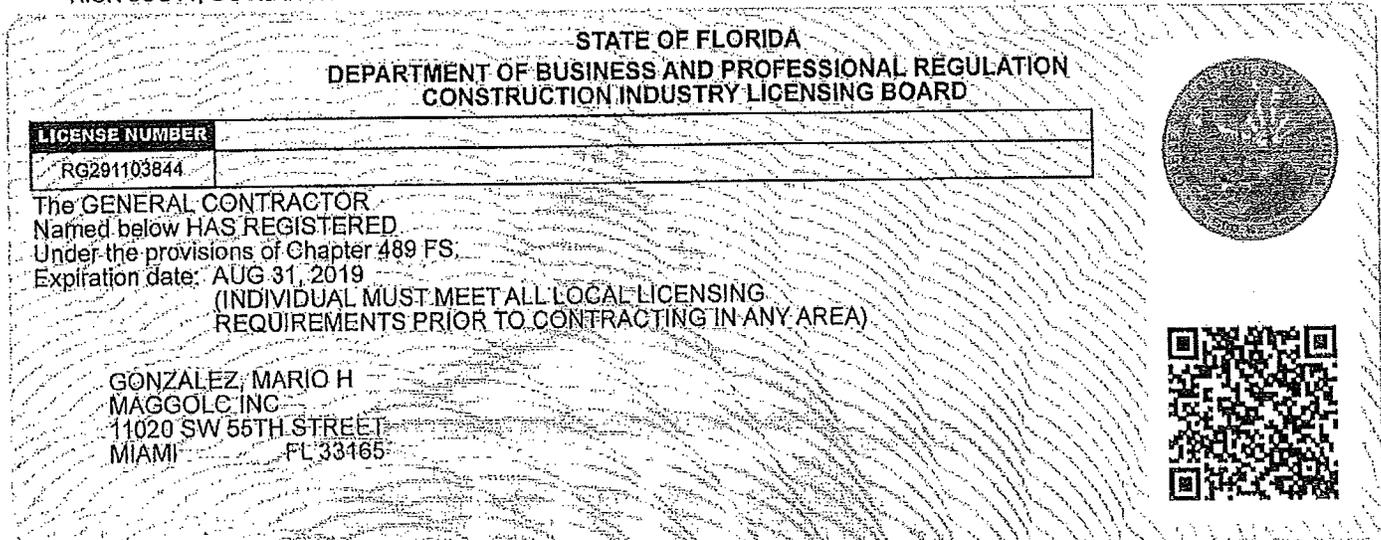
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY



ISSUED: 06/14/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1706140000504



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

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

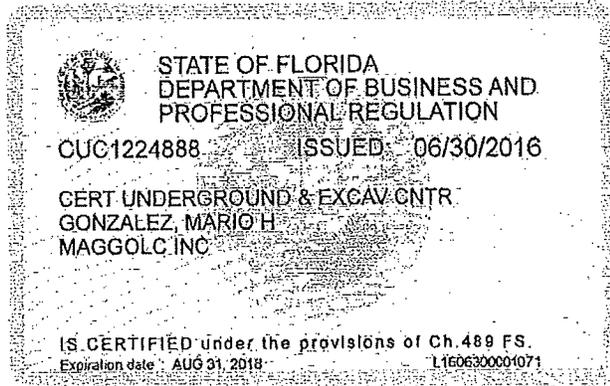
(850) 487-1395

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

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

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

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



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CUC1224888	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

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



ISSUED: 06/30/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606300001071

MAGGOLC INC.

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

PROJECT ORGANIZATION CHART

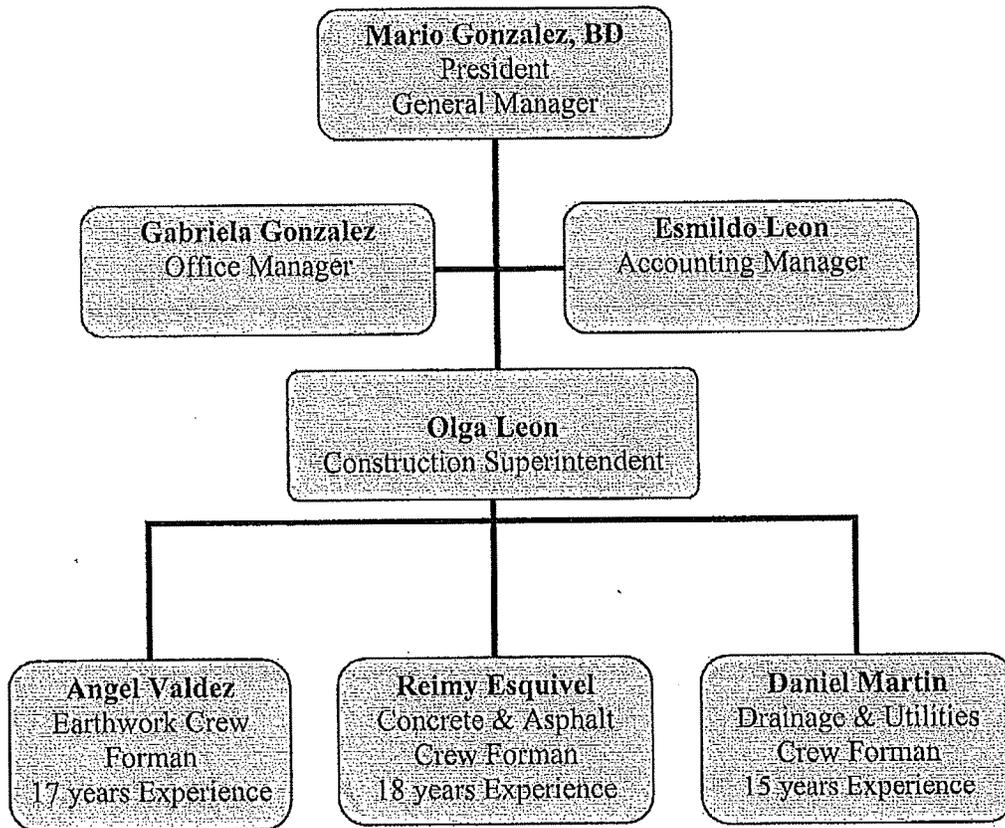




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SECTION 1.0: Advertisement

**INVITATION TO BID (ITB)
No. 1617-11-011**

TRAFFIC CIRCLE AT THE INTERSECTION OF: SW 168TH STREET AND SW 82ND AVENUE

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No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and 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.

SECTION 2.0: Introduction

**VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")
TRAFFIC CIRCLE AT THE INTERSECTION OF SW 168TH STREET AND SW 82ND AVENUE**

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

The nature and scope of this project is:

The Village of Palmetto Bay seeks to obtain bids from qualified General Contractors with roadway project experience for the construction of a traffic circle at the subject location per plans and specifications. Work will include but not be limited to: Demolition, grading, sub-base and base preparation, paving, sidewalk and ADA upgrades, pavement markings, minor drainage improvements and landscaping. The selection of the successful bidder shall be at the Village's discretion and shall be made in a prompt manner after the receipt and evaluation of all bid responses.

All bids must be on a Lump Sum Price basis per the Proposal Form.

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.00 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications. 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.

3.01 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. 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. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (4 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

Examination of Site

3.01.1 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.

3.01.2 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.

3.01.3 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.

3.01.4 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.

3.01.5 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.

3.02 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Village 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.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Village Managers Office - Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by, Monday, June 26th 2017 no later than 3:30pm.

3.03 Addenda to ITB

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

3.04 Proposal Withdrawal and Opening

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

3.05 Revision of Bids

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Change the selection process and/or committees
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fi/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2_COINCOET_S2-138COSI.

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies 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 Company's own risk.

3.10 Certification

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

3.13 Insurance

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - \$1,000,000

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.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall

be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Company shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

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

3.15 Statement of Contract Disqualifications

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.16 Submittal of One Bid Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

3.17 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the particular term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

3.18 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.19 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.20 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.

3.21 Liquidated Damages

Provisions for liquidated damages are set forth in the Contract.

3.22 Litigation

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.23 Sub-contractors

If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

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 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.

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.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

3.24 Indemnification

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.25 Quality

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

3.25.1 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.

3.26 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) - (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:
https://www.municode.com/library/#/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.27 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.

3.28 Work Delays

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

3.29 Bid Guaranty

Bid must be accompanied by a bid guaranty in the form of a certified bank check (payable to the Village of Palmetto Bay) or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding \$50,000.00 a bid guaranty is not required.

The Bid Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Village 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 Village believes to have a reasonable chance of receiving the award may be retained by Village until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Village 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.

3.30 PERFORMANCE AND MAINTENANCE BONDS

Within ten (10) days of the award of contract, the Contractor shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the Village of Palmetto Bay. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding \$50,000.00 a performance and maintenance bonds are not required.

- a. A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor from the date of final acceptance of the work.
- b. A Labor Payment Bond

(End of Section)

SECTION 4.0: Scope of Services

BID SPECIFICATIONS

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:

The Village of Palmetto Bay seeks to obtain bids from qualified General Contractors with roadway project experience for the construction of a traffic circle at the subject location per plans and specifications. Work will include but not be limited to: Demolition, grading, sub-base and base preparation, paving, sidewalk and ADA upgrades, pavement markings, minor drainage improvements and landscaping. The selection of the successful bidder shall be at the Village's discretion and shall be made in a prompt manner after the receipt and evaluation of all bid responses.

All bids must be on a Lump Sum Price basis per the Proposal Form.

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 per the Bid form submitted and the estimated time of completion.

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

CONTINUED ON NEXT PAGE

Bid Form

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Bid prices stated in the proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit.

ITEM	ITEM DESCRIPTION	UNITS	QTY	COST	
				U.C.	EXT. C.
101-1	MOBILIZATION/DEMobilIZATION	LS	1	9,000. ⁰⁰	9,000. ⁰⁰
102-1	MOT	LS	1	6,000	6,000. ⁰⁰
102-10-A	OFF-DUTY LAW ENFORCEMENT OFFICER	LS	1	300	300. ⁰⁰
110-1-1	CLEARING AND GRUBBING	LS	1	6,000	6,000. ⁰⁰
160-4	TYPE "B" STABILIZATION (12" Thick) (Min. C.B.R. 30)	SY	18	20	360. ⁰⁰
162-1-11	PREPARED SOIL LAYER 6"	SY	1,035	5	5,175. ⁰⁰
285-709	OPTIONAL BASE, BASE GROUP 09	SY	18	25	450. ⁰⁰
327-7-01	MILLING EXISTING PAVEMENT	SY	2801	5	14,025. ⁰⁰
334-1-13	SP TRAFFIC C	TON	173	150	25,950. ⁰⁰
520-1-10	TYPE F CURB AND GUTTER	LF	574	25	14,350. ⁰⁰
520-2-2	TYPE B CURB AND GUTTER	LF	118	22	2,596. ⁰⁰
520-2-4	TYPE D CURB AND GUTTER	LF	433	20	8,660. ⁰⁰
522-1	4" CONCRETE SIDEWALK	SY	454	45	20,430. ⁰⁰
522-2	6" CONCRETE SIDEWALK	SY	20	50	1,000. ⁰⁰
526-1-2	CONCRETE PAVERS	SY	73	65	4,745. ⁰⁰
527-2	DETECTABLE WARNINGS	SF	80	20	1,600. ⁰⁰
570-1-2	SODDING (Pensacola Bahia or match existing) (includes watering)	SY	1,085	5	5,425. ⁰⁰
630-2-11	CONDUIT, F & I, OPEN TRENCH (600' W + 100' E)	LF	700	16	11,200. ⁰⁰
635-2-11	PULL & SPLICE BOX, F & I, 13" X 24" COVER SIZE (8 EA W. + 4 EA E.)	EA	12	500	6,000. ⁰⁰
639-1-620	ELECTRICAL POWER SERVICE, REMOVE COMPLETE SERVICE	AS	1.00	1,200	1,200. ⁰⁰
639-2-6	ELECTRICAL WIRE REMOVAL	LF	250	1.10	275. ⁰⁰
649-36-300	MAST ARM, REMOVE SHALLOW FOUNDATION, BOLT ON ATTACHMENT	EA	4.00	3,300	13,200. ⁰⁰
670-5-600	TRAFFIC CONROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1.00	1,100	1,100. ⁰⁰
700-1-11	SINGLE POST SIGN F&I, 12-20 SF	AS	32	250	8,000. ⁰⁰
700-1-60	SINGLE POST SIGN, REMOVE	AS	4	40	160. ⁰⁰
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	140	6	840. ⁰⁰
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	2,500	2,500. ⁰⁰
711-11-123	THERMOPLASTIC, STANDARD-WHITE SOLID 12"	LF	260	4	1,040. ⁰⁰

Maggolo Inc.

\$ 200,753.66

BASE BID AMOUNT (IN WORDS) Two Hundred thousand, Seven
Hundred fifty three dollars and sixty six
cents

Bidder: Maggola Inc.

By: Mario Gonzalez
President.



Title:

6/30/17

4.1

Bid Form Cost Sheet

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Bid prices stated in the proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit.

ITEM	ITEM DESCRIPTION	UNITS	QTY	COST
101-1	MOBILIZATION/DEMOBILIZATION	LS	1	
102-1	MOT	LS	1	
102-16-A	OFF-DUTY LAW ENFORCEMENT OFFICER	LS	1	
110-1	CLEARING AND GRUBBING	LS	1	
110-4-1-1	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER	L.F.	20	
110-4-8	REMOVAL AND DISPOSAL OF EXISTING ASPHALT (without base preparation)	S.Y.	30	
110-4-10B	REMOVE AND DISPOSE EXISTING SIDEWALK	S.Y.	30	
120-1	REGULAR EXCAVATION	C.Y.	280	
160-4	TYPE "B" STABILIZATION (12" Thick) (Min. C.B.R. 30)	S.Y.	609	
162-1-11	PREPARED SOIL LAYER 6"	S.Y.	1515	
200-1-10	LIMEROCK BASE (8" Thick, Primed)	S.Y.	480	
327-70	MILLING EXISTING PAVEMENT [(1") (Payment for greater cuts will be paid proportionally)]	S.Y.	3695	
334-2-13-1	Hot Mix Asphalt, Traffic C, SP-9.5	TON	1084	
337-8-42	Hot Mix Asphalt Friction Course, Traffic C, FC-9.5, PG 76-22	TON	170	
425-1-541	INLET TYPE D	EA.	8	
430-171-123	PIPE CULVERT - 15" Diameter	L.F.	100	
443-70-4-3	FRENCH DRAIN (24" Diameter perforated pipe; trench depth 15 ft BLS)	L.F.	200	
520-2	CONCRETE CURB AND/OR GUTTER (Any type, including base preparation)	L.F.	1,100	
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. concrete at 28 days (includes the cost of pedestrian ramps and sidewalks curbs)]	S.Y.	400	
523-1-3	PATTERNED PAVEMENT	SY	79	
526-70-2B	INSTALLATION OF BRICK PAVERS, any type, including Base Preparation.	S.Y.	125	
527-2	DETECTABLE WARNINGS	S.F.	140	
575-1-1	SODDING (Pensacola Bahia or match existing) (includes watering)	S.Y.	10	
690-10	REMOVE TRAFFIC SIGNAL HEAD ASSEMBLY	EA.	8	
690-20	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	EA.	8	

690-32-2	POLE REMOVAL (Shallow) (Bolt on Attachment)	EA.	4	
690-40	REMOVE MAST ARM ASSEMBLY	EA.	4	
690-50	REMOVE CONTROLLER ASSEMBLY	EA.	4	
700-1-11	SINGLE POST SIGN F&I 12-20 SF	AS	16	
700-46-18	SINGLE PANELS	AS	24	
700-1-60	SINGLE POST SIGN REMOVE	AS	6	
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	236	
711-2	SKIP TRAFFIC STRIPE (6' STRIPE, 10' SPACE) (WHITE THERMOPLASTIC) (6" WIDE)	L.F.	1,050	
711-11-121	THERMOPLASTIC (White) (Solid) (6")	L.F.	500	
711-11-122	THERMOPLASTIC (White) (Solid) (8")	L.F.	500	
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	300	
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	500	
711-11-221	THERMOPLASTIC (Yellow) (Solid) (6")	L.F.	1,050	
711-11-224	THERMOPLASTIC (Yellow) (Solid) (18")	L.F.	250	
SUBTOTAL				
DEDICATED ALLOWANCES				
	Survey	LS	1	
	AIPP (Art In Public Places) 1%	LS	1	
	PERMITS	LS	1	
999	CONTINGENCY	LS	1	\$23,000.00

VOID

BASE BID AMOUNT \$ _____

BASE BID AMOUNT (IN WORDS) _____

Bidder: _____

By: _____ Title: _____

Bid Item Notes:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, engineer, and contact information. A detail of the sign is included in the plans. Shop drawings must be submitted for approval prior to ordering the projects signs. Photos of the actual project signs must be submitted for

approval prior to installation of the project signs.

2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project.
3. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing asphalt/concrete pavement and soil/planting as required for the project.

4.02

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 (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A. <u>Trench box</u>	<u>LF</u>	<u>10</u>	<u>\$20.⁰⁰</u>	<u>\$200.⁰⁰</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

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

END OF SECTION

5.0 TECHNICAL SPECIFICATIONS

Included with the scope there are special provisions to be included with the general scope. As follows:

DIVISION I – GENERAL “STANDARD SPECIFICATION FOR ROADS AND BRIDGE CONSTRUCTION”

DIVISION II – ALLOWANCES

DIVISION III – MOBILIZATION

DIVISION IV – MAINTENANCE OF TRAFFIC

DIVISION V – PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

DIVISION VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

DIVISION VII - INLETS, MANHOLES AND JUNCTION BOXES

DIVISION VIII - UTILITY RELOCATIONS

SECTION 9.0: Required Bid Submittal Forms

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 companies 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 Company complies fully with the above requirements.

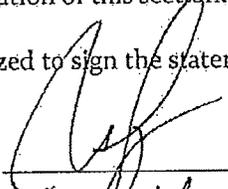
Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____


Mario Gonzalez
President
Maggola Inc.
6/30/17

SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
- striping	Road Kumer Striping Tech.	9804 NW 80 Ave Hialeah Gardens	T-305-300-9279 F-305-889-1446
- C & R Milling & Paving Inc.	C & R Milling and Paving Inc.	1 North Krome Ave. Suite 100 Homestead, FL	T-305-247-0881
- Electrical/Signalization	AGC Electric Inc.	2660 W 79 St. Hialeah, FL	T-305-823-2280

REFERENCES

Each proposal must be accompanied by a list of at *five (5)* references, which shall include all the information requested below:



FORM

Solicitation Information: Traffic Circle at the Intersection of SW 168th Street and SW 82nd Avenue
Invitation to Bid No. 1617-11-011

Name of Company: Maggolc Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: New Traffic Circle 32' at NE 17 Ave and NE 131 St, and NW 11 Ave and NW 133 St. City of North Miami.

Length of Contract: 7 months

Would you enter into a contract with the Company in the future? Yes No
Were the services provided acceptable and of quality standards: Yes No
Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:
N/A

Comments:

Maggolc Inc. exhibited a high level of responsibility and professionalism in executing the above referenced Traffic Circles contract with the City of North Miami. Final product is now the Traffic Circle standard for the City. We look forward to working with them again.

Name of Public Entity/Company:
City of North Miami, Public Works - Engineering

Phone: 305-893-6511 Ext. 15002

FORM



Solicitation Information: Traffic Circle at the Intersection of SW 168th Street and SW 82nd Avenue
Invitation to Bid No. 1617-11-011

Name of Company: Maggolo Inc.

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent.

Contracted Services Information:

Scope of Work: Sub-Basin 10 (SW 88 Ave) Paving & Drainage

Contract Amount \$ 900,633.25

Length of Contract: 150 calendar days

Would you enter into a contract with the Company in the future? Yes No

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments:

wouldn't have a problem working with maggolo inc. again if contractor wins Bid.

Name of Public Entity/Company: Village of Palmetto Bay Public Services

Dimmy Casab Field Operations Supervisor

FORM



Solicitation Information: Traffic Circle at the Intersection of SW 168th Street and SW 82nd Avenue
Invitation to Bid No. 1617-11-011

Name of Company: Maggola Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Drainage Improv. Project
№ 20140165

Multiple sites

Length of Contract: 150 DAYS
Would you enter into a contract with the Company in the future? Yes ___ No
Were the services provided acceptable and of quality standards: Yes ___ No
Was the Company responsive to your requests and resourceful with the task? Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes ___ No
If you responded no to any of the above please provide details:

Comments: SEE ATTACHED PERFORMING EVALUATION.

Name of Public Entity/Company: ROD MARSANI RE, RCE
DTPU.

FORM



Solicitation Information: Traffic Circle at the Intersection of SW 168th Street and SW 82nd Avenue
Invitation to Bid No. 1617-11-011

Name of Company: Maggolo Inc.

To Whom It May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Drainage Improv. Project - No 20140177

Multiple Sites

Length of Contract: 240 consecutive calendar days

Would you enter into a contract with the Company in the future? Yes ___ No

Were the services provided acceptable and of quality standards: Yes ___ No

Was the Company responsive to your requests and resourceful with the task? Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes ___ No

If you responded no to any of the above please provide details:

Comments:

Excellent company and very responsible.

Name of Public Entity/Company: Department of Transportation and Public Works DTPW
Project Manager: Alfonso Durke

AD

FORM



Solicitation Information: Traffic Circle at the Intersection of SW 168th Street and SW 82nd Avenue
Invitation to Bid No. 1617-11-011

Name of Company: Maggolc Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Stormwater Improvements
Subbasin F-1

Length of Contract: 180 Calendar Days

Would you enter into a contract with the Company in the future? Yes No

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments:

Maggolc, Inc. is a responsive client oriented company.

Name of Public Entity/Company:
City of Doral Palmetto Bay

Evaluation Refreshers: [Do's and Don'ts](#) [Process and Procedures](#) [Q & A's](#) [Help](#)



MIAMI-DADE COUNTY, FLORIDA
Capital Improvements Information System
Public Works and Waste Management
 Contractor Evaluation

MCC Contract: PW 20140165
 Contractor: MAGGOLC, INC.
 Department Contact: Pedro M. Marsan (305) 253-1710
 Site Project Name: SPRINKLER IMPROVEMENTS
 Site Location: MULTIPLE SITES

Evaluation Type: Standard Evaluation
 FEIN: 203345775
 Award Amount: \$357,012.00

Evaluator ID: fabr Date: 12/11/2015 Period: Select Evaluation Period...

	Rating*					Criteria
	4	3	2	1	N/A	
1-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Vision - Design - Concepts or adherence to criteria.
4-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Commitment - Intangibles & contribution to project success.
10-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Personnel - Quality and dedication of project staff.
11-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Management - Leadership ability.
12-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Quality - Work performed correctly the first time.

Overall Performance Average: 0 3.75

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting: PEGGY FARSON at phone# 305 281 9062

Evaluation Reviewed by: Supervisor Division Chief Assistant Director Director

Reviewer Name: Select Reviewer Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail EMail Fax Hand

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

FORM



Solicitation Information: Traffic Circle at the Intersection of SW 168th Street and SW 82nd Avenue
Invitation to Bid No. 1617-11-011

Name of Company: Maggola Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Beacon Project Area Improvement Phase I

Length of Contract: 6 months

Would you enter into a contract with the Company in the future? Yes No

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: City of Miami

FORM



Solicitation Information: Traffic Circle at the Intersection of SW 168th Street and SW 82nd Avenue
Invitation to Bid No. 1617-11-011

Name of Company: Maggolo Inc.

To Whom It May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Beacon Project Area Improv. Phase II

Length of Contract: 6 months

Would you enter into a contract with the Company in the future? Yes No

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: City of Miami

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

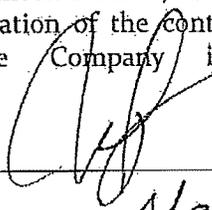
B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official:  _____

Name (typed): Mario Gonzalez

Title: President

Company Name: Maggolo Inc.

Date: 6/30/17

ACKNOWLEDGMENT

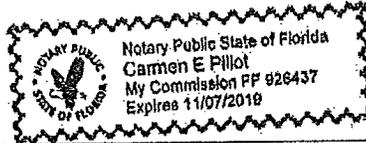
State of Florida

County of Miami - Dade.

On this 30 day of June, 2017, before me, the undersigned Notary Public of the State of Florida personally appeared MARIO GONZALEZ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Carmen E. Pilot
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or 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 Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 30 day of June, 2017, before me, the undersigned Notary Public of the State of Florida personally appeared MARIO GONZALEZ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

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: Mario Gonzalez / President.
(print individual's name and title)

for: Maggolo Inc.
(print name of entity submitting sworn statement)

whose address is: 11020 SW 55 St Miami, FL 33165 business

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 20- - - - -)
M.G.

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, 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 and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 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 3601-3631.

Continued on next page.

Signature of Official: _____

Name (typed):

Mario Gonzalez

Title:

President

Company Name:

Maggole Inc.

Date:

6/30/17

ACKNOWLEDGMENT

State of Florida

County of

Miami - Dade

On this 30 day of June, 2017, before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(COMPANY / BIDDER DISCLOSURE)

Bidder or Company 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 Company, 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 Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company 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 Company recognizes that with respect to this transaction or bid, if any Bidder or Company 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 Company 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.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Mario Gonzalez 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:

Maggole Inc. - 11020 SW 55 St. Miami, FL 33165

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

20-3345775

Continued on next page

Name of Entity, Individual, Partners or Corporation

Maggole Inc.
Doing Business As (If same as above, leave blank)

Street Address Suite Village State Zip Code

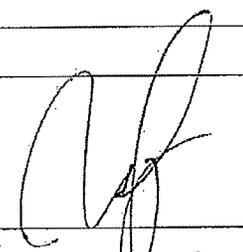
OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Mario Gonzalez	11020 SW 55 St. Miami, FL 33165	100 %
		%
		%

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

None

Signature of Official: 
Name (typed): Mario Gonzalez
Title: President
Company Name: Maggole Inc.
Date: 6/30/17

ACKNOWLEDGMENT

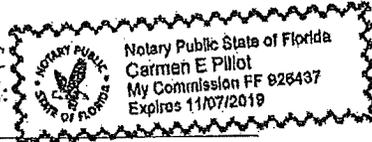
State of Florida

County of Miami - Dade.

On this 30 day of June 2017, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
Carmen E. Pilot
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We Maggolo Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Traffic Circle at the intersection of SW 168 St and SW 82 Ave ITB# 1617-11-011, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

C & R Milling and Paving, Inc.
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: [Signature]

Name (typed): Mario Gonzalez

Title: President

Company Name: Maggolo Inc.

Date: 6/30/17

Attest: [Signature]

Print Name: OLGA LEON

Attest: [Signature]

Print Name: Labriela Gonzalez

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Maggola Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Traffic Circle at the Intersection of SW 168 St. and SW 82 Ave, ITB# 1617-11-011, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

AGC Electric Inc.
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: [Signature]

Name (typed): David Gonzalez

Title: President

Company Name: Maggola Inc.

Date: 6/30/17

Attest: [Signature]

Print Name: OLGA LEON

Attest: [Signature]

Print Name: Gabriela Gonzalez

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
 } SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Maggole Inc. or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: [Signature]
Name (typed): Mario Gonzalez
Title: President
Company Name: Maggole Inc.
Date: 6/30/17

ACKNOWLEDGMENT

State of Florida
County of Miami Dade.

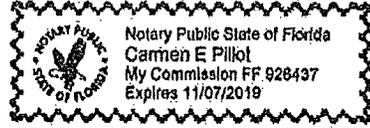
On this 30 day of June, 2017, before me, the undersigned Notary Public of the State of Florida personally appeared MARIO GONZALEZ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Continued on next page

NOTARY PUBLIC
SEAL OF OFFICE:



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

- Personally known to me, or
 Produced identification:

(Type of Identification Produced)

- Did take an oath or
 Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

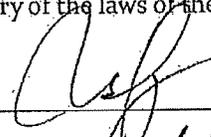
The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No

Executed on Miami, FL at 6/30/17 8:00 AM
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 
Name (typed): Mario Gonzalez
Title: President
Company Name: Maggole Inc.
Date: 6/30/17

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return) Maggole Inc.

Business name/disregarded entity name, if different from above _____

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
11020 SW 55 St.

City, state, and ZIP code
Miami, FL 33165

Requester's name and address (optional) _____

List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

20	-	33	45	77	5
----	---	----	----	----	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [Signature] Date ▶ 6/30/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 10.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Traffic Circle at the Intersection of SW 168th Street and SW 82nd Avenue**
ITB No. 1617-11-011 in accordance with Contract Documents
as prepared by the Village

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).

Two (2) 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 ten (10) consecutive calendar days from _____.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Traffic Circle at the Intersection of SW 168th Street and SW 82nd Avenue
ITB No. 1617-11-011 in accordance with Contract Documents
as prepared by the Village.

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is _____, 2017. Completion date shall be _____, 2017.

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 Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: _____
Litsy C. Pittser, Procurement Specialist

BID SECURITY FORM

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of N/A Dollars (\$_____), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the construction of a Traffic Circle at the Intersection of SW 168th Street and SW 82nd Avenue (RFP No. 1617-11-011).

Company: _____

Name: _____

Signature: _____

Title/Position: _____

TO THE VILLAGE OF PALMETTO BAY:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as known, hereinafter called Village, in the penal sum of _____ 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).

Continued on next page

N/A

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20__.

Federal Tax I.D.# _____

CONTRACTOR License I.D.#: _____

Principal _____ Surety _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Maggolc, Inc. (hereinafter called the Principal), and Berkley Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Delaware with its principal offices in the Greenwich Village 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 Village), in the sum of Five Percent of Amount Dollars (\$ *****5%*****), good and lawful money of the United States of America, to be paid upon demand of the said Village, 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 Village 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 "Village")
Construction of a Traffic Circle at the Intersection of SW 168th Street and SW 82nd Avenue

for said Village, and;

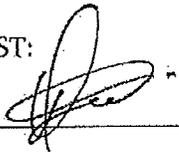
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) 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 Village 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 Village, 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 Village 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 Maggolc, Inc., as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said Berkley Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 30th day of June, and attested by its See Power of Attorney Attached, A.D., 2017.

ATTEST:



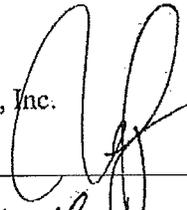
Olga Leon
Vice-President. (Title)

ATTEST:

See Power of Attorney Attached

Maggolc, Inc.

By: _____

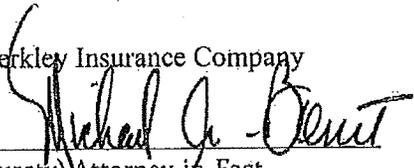
(Principal) 

Mario Gonzalez
President.

Berkley Insurance Company

By: _____

(Surety) Attorney-in-Fact


Michael A. Bonet

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

ALEX SINK
Chief Financial Officer
State of Florida

MICHAEL ANTHONY BONET
License Number A025609

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE

General Lines (Prop & Casu) 05/25/1984



RESIDENT
LICENSE

This certificate must be kept in accordance with the provisions of the contract of insurance. It is not valid if altered.



ADDENDUM NO. 1

Date: June 22nd 2017

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 1617-11-011
Traffic Circle Construction - SW 168th Street and 82nd Avenue

This Addendum forms a part of the Invitation to Bid (ITB) Package advertised on June 15th 2017 and with bid opening date of June 30th 2017, with any amendments and/or additions noted below. This addendum also provides answers to the questions proposed in regard to ITB 1617-11-011 TRAFFIC CIRCLE CONSTRUCTION - SW 168TH STREET AND 82ND AVENUE.

Minutes for Mandatory Pre-Bid Hearing on June 21st 2017

The meeting started at 10:02 am with the Procurement Specialist introducing herself and going over the "Schedule of Events" for this ITB.

Advertisement Published - 06/15/2017
Last Day to Submit Questions - 06/26/2017
Bid Opening Date - 06/30/2017

Contract Term: Until Completion

Bid Submission Requirements: Listing is located on pg 35 of the ITB which included but not limited to:

1. Introduction Letter - with contact information
2. Years in Business
3. Lead Team Information
4. Section 8 of this ITB (Required Proposal Forms)
5. Bid Form Cost Sheet
6. 5% Bid Bond
7. Trench Safety
8. Addendum Acknowledgement

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

Procurement Specialist: Now moving forward I would like to let you know that after I published the bid the "Bid Form Cost Sheet" has been changed by the Engineer. The changes are minor only quantities are affected. With this pre-mandatory addendum with the minutes, I will be including the new bid form cost sheet with the update. Now with that said I will turn it over to the Engineer, Miguel Soria and Danny Casals our Field Operator Supervisor. They will explain and receive questions pertaining to the scope of this project.

Danny Casals, Staff Field Operator Supervisor: With the scope you will remove intersection traffic lights and build a circle so what we prefer is that any questions you have please send it in writing to Litsy Pittser, Procurement Specialist. This way we can send the answer to everyone so we can eliminate, "oh I couldn't hear". Any questions? Like it was said we will be sending the revised quantities by the end of the week, we should have them. Okay? Miguel would you like to add something?

Miguel Soria, Engineer: No, it is okay.

Question: Ricky Garcia, V Engineering: What is the estimated budget?

Response: Danny Casals, there is no estimated budget.

Litsy Pittser, Procurement Specialist: Is there any further questions before we adjourn? Going once, going twice. It is 10:08am the mandatory pre-bid meeting for ITB# 1617-11-011 for Traffic Circle Construction SW 168th Street and 82nd Avenue is now adjourned. Thank you for attending.

(PLEASE NOTE ATTACHED TO THIS ADDENDUM WE HAVE THE REVISED BID FORM COST SHEET AND THE ADJUSTED PLANS)

Thank you,

Litsy C. Pittser
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290



ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION



Amendment/Modification No: 1

Amendment of ITB No: 1617-11-011

Title: TRAFFIC CIRCLE CONSTRUCTION - SW 168TH STREET AND SW 82ND AVENUE

Name of Proposer Maggole Inc.

Date Addendum Received 6/23/17

Total Pages of Addendum including Acknowledgement 3

Print Name Mario Gonzalez

Signature 

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in your proposal from being rejected.

MAGGOLC INC.

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

CONTRACTS PERFORMED BY MAGGOLC INC.

- 1-Drainage Improvement for NW 22 CT from NW 107 ST to NW 112 ST, (\$318,000) (Miami-Dade County Public Works Dept., Completed Dec. 2007). (Alberto Estevez 786-256 2627). (esteva@miamidade.gov)
- 2-Various Park Parking Lot Re-striping & Wheel Stop Replace. (\$24,500) (Miami-Dade Park and Recreation Dept. Completed March 2008). (305-596 4460)
- 3-Seal Coat and Re-striping of Station 13/ Logistics Parking Area. (\$19,000) (Miami-Dade Fire Rescue Dept. Completed July 2008). (786-331 4529)
- 4-Norman and Jean Reach Park/Foul ball Netting. (\$25,000) (Miami-Dade Park and Recreation Dept., Completed June 2008). (305-596 4460)
- 5-Olympic Park Concrete Sidewalk Construction. (\$184,000) (Miami-Dade Park and Recreation Dept., Completed July 2008). (Dan Crawford 305-596 4460) (dc93@miamidade.gov)
- 6-Dolphin Archaeological Site Concrete Sidewalk Construction., (\$114,084) (Miami-Dade Park and Recreation Dept., Completed July 2008). (Dan Crawford 305-596 4460) (dc93@miamidade.gov)
- 7-Countywide Repair of Existing Asphalt Pavement. (Milling & Resurfacing) (\$949,990) (Florida Department of Transportation, Dist. Six, Executed the year 2008 and renewed for to year 2009 and 2010, Completed June 2011). (Janice Corn 305-256 6359) (Janice.corn@dot.state.fl.us)
- 8-Countywide Intersections Improvement, Roadway and Drainage, (\$443,637) (Miami-Dade County Public Works Dept., Completed Dec. 2008). (Joaquin Rabassa 305-299 9822) (jra@miamidade.gov)
- 9-West Perrine Park Concrete Slabs, Sidewalks and Poured in Place. (\$34,000) (Miami-Dade Park and Recreation Dept., Completed January 2009). (305-596 4460)
- 10-West Little River Asphalt Driveways Phase IV-B. (\$68,000) (Miami-Dade County Office of Community and Economic Development, Completed January 2009). (Mario Berrios 786-469 2112) (mberr@miamidade.gov)
- 11-Brentwood Pool Park New Asphalt Walkways. (\$34,000) (City of Miami Gardens, Completed April 2009). (305-622 8000) (jallen@miamigardens-fl.gov)
- 12-Country Club of Miami Parcel 1169 & 1168-E New Asphalt Walkways. (\$178,000) (Miami-Dade Park and Recreation Dept., Completed July 2009). (Dan Crawford 305-596 4460) (dc93@miamidade.gov)
- 13-Country Club of Miami Grading, Sitework & Greens. (\$107,000) (Miami-Dade Park and Recreation Dept., Completed August 2009). (305-596 4460)
- 14-SR 907 (Alton Rd) at Allison Dr. for Drainage and Retention Improvements. (\$134,000) (FDOT, Completed December 2009) (Anthony Sabbag 305-256 6380) (anthony.sabbag@dot.state.fl.us)
- 15- West Little River Asphalt Driveways Phase IV-D. (\$35,000) (Miami-Dade County Office of Community and Economic Development, Completed December 2009). (Mario Berrios 786- 469 2112) (mberr@miamidade.gov)

- 16-District 2- Sidewalk Repair Project II (\$75,300) (Public Works Dep. City of Miami, Completed March 2010) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 17-Blue Road Roundabouts Re-Bid (\$145,000) (Public Works Dep. City of Coral Gables, Completed March 2010) (305-460 5018) (epino@coralgables.com)
- 18-Harbor Drive Lighting and Resurfacing Improvement (\$270,000) (Public Works Dep. Village of Key Biscayne April 2010) (786-255 6765) (anunez@keybiscayrie.fl.gov)
- 19-District 1- Sidewalk Repair Project II (\$95,990) (Public Works Dep. City of Miami, Completed September 2010) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 20-Golden Shore Park Pavers Sidewalk (\$23,895.00) (Public Works Dep. City of Sunny Isles Beach, November 2010) (305-947 0606) (gbatista@sibfl.net)
- 21-AD Barnes Park Asphalt Walkways (\$86,615.00) (Miami-Dade Park and Recreation Dept., Completed December 2010) (305-755 7985) (rttolon@miamidade.gov)
- 22-Installation of Sidewalks and Ramps along NE 12 Ave (\$123,750.00) (Public Works Dep. City of North Miami, Completed December 2010) (Gerardo Hernandez 305-893 6511) (ghernandez@northmiamifl.gov)
- 23-Intersection Realignment SW 139 Terr & SW 140 Dr. and East Guava Street One Way Street Conversion (\$36,775) (Public Works Dep., Village of Palmetto Bay, Completed December 2010) (305-969 5011) (dcasals@palmettobay-fl.gov)
- 24-District #3 Citywide ADA Sidewalk Improvements, (\$107,414) (Public Works Dep. City of Miami, Completed February 2011) (Fabiola Dubuisson 305 416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 25- District #1 Citywide ADA Sidewalk Improvements, (\$155,523) (Public Works Dep. City of Miami, Completed May 2011) (Fabiola Dubuisson 305 416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 26- MIA Building 3050 Parking Lot Drainage & Asphalt Improvement (\$103,000) (Aviation Department Miami-Dade County, Completed May 2011) (Greg Tai 305-876 8444) (gtai@mikegconst.com)
- 27- MIA- NW 67 Ave & NW 36 Street Intersection Improvements (\$65,000), (concrete works) (Aviation Department Miami Dade County, Complete July 2011) (John Peterson 305-622 8000) (jpet@mikegconst.com)
- 28- District #4 Citywide ADA Sidewalk Improvements, (\$149,397) (Public Works Dep. City of Miami, Completed October 2011) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 29- Tamiami Canal Miccosukee Linear Park, Tamiami Trail and SW 122 Ave. (\$87,703) (Miami Dade Park & Recreation Department, Completed October 2011) (Ruben Teurbe Tolon 786-586 8360) (rttolon@miamidade.gov)
- 30- SW 19 Terrace Roadway and Drainage Improvements (\$184,585) (City of Miami, Capital Improvements Department, Completed October 2011) (Maurice Hardie 786-229 5463) (mhardie@miamigov.com)
- 31- SR 909 (Alton Road) at West 52 Street Drainage Improvement (\$138,000) (Florida Department of Transportation, Completed December 2011) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 32- Suncrest Drive & Moss Ranch Road Stormwater Improvements (\$ 110,000) (Village of Pinecrest, Public Works Dep., Completed December 2011) (Daniel Moretti 305-669 6916) (moretti@pinecrest-fl.gov)
- 33- Long Key State Park Roadway Improvements (\$149,230) (Florida Department of Environmental Protection, Completed February 2012) (Fred Hand 850-488 6322) (Fred.Hand@dep.state.fl.us)

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

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

MAGGOLC INC.

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

RESUME:

MARIO GONZALEZ

Superintendent/ Project Manager of Maggole Inc.

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

EDUCATION:

Instituto Superior Politécnico (Higher Polytechnic Institute) "Julio Antonio Mella", Santiago de Cuba, Cuba.
Degree: INGENIERO VIAL (Roadway Construction Engineer), July 1988. This is equivalent to a Bachelor of Science in Civil Engineering (BSCE) from a regionally accredited institution of higher education in the United States.

Universidad Central de Venezuela, Caracas, Venezuela.

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

CERTIFICATIONS:

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

LICENSES :

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

WORK EXPERIENCE:

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

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

Work Executed:

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

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

Others Places where Gonzalez was working:

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

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

- Allaphatta Phase I.
- Hardwood Village Phase II.

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

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

- Okeechobee Road. (W 12 Ave to Palmetto Expwy)
- Miami Garden Drive. (NW 2 Ave to NW 17 Ave.)
- Biscayne Blvd. (NW 96 ST to NW 104 ST)
- Golden Gate Pkwy (Naples)
- Florida's Turnpike (Griffin Rd to Sunrise Blvd).
- A-1-A (Key West).

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

February 2004 to May 2005.

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

Activities Included:

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

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

Requirements:

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

March 2001 to February 2004: Project Engineer

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

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

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



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

MAGGOLC GOVERNMENT REFERENCE LISTING

- 1) **Company Name:** Miami Dade County Public Works Department.
Address: 111 NW 1st ST 14 Floor, Miami, FL 33128
Contact Person: Joaquin Rabassa **Telephone #** 305-299 9822, 305-989 4943
jra@miamidade.gov
- 2) **Company Name:** Miami Dade Park & Recreation Department.
Address: 275 NW 2nd Street, 4th Floor, Miami, FL 33128
Contact Person: Ruben Teurbe Tolon / Leroy Garcia **Telephone #** 305 755 5465
rtolon@miamidade.gov
- 3) **Company Name:** Office of Community & Economic Development M-D County
Address: 701 NW 1st CT 14 Floor Miami, FL 33136
Contact Person: Mario Berrlos **Telephone #** 786 469 2112
mberr@miamidade.gov
- 4) **Company Name:** Florida Department of Transportation / Pinnacle Consulting
Address: 1773 NE 205 Street North Miami Beach, FL 33179
Contact Person: Roland Rodriguez **Telephone #** 305 640 7185
rrodriguez@pinnaclecel.com
- 5) **Company Name:** City of Miami Gardens
Address: 1050 NW 163 Dr Miami Gardens, FL 33169
Contact Person: Osdel Larrea **Telephone #** 305-622 8000 Ext. 3107
olarrea@miamigardens-fl.gov
- 6) **Company Name:** City of Miami
Address: 444 SW 2nd Ave, 8 Floor, Miami FL 33130
Contact Person: Fabiola Dubuisson **Telephone #** 305 416 1755
fdubuisson@miamigov.com
- 7) **Company Name:** City of North Miami
Address: 776 NE 125 Street, North Miami, FL 33161
Contact Person: Gerardo Hernandez **Telephone #** 305 895 9831
ghernandez@northmiamifl.gov
- 8) **Company Name:** Village of Key Biscayne
Address: 88 West McIntyre Street, Suite 220 Key Biscayne, FL 33149
Contact Person: Armando Nunez **Telephone #** 305 365 7574
anunez@keybiscayne.fl.gov
- 9) **Company Name:** City of Coral Gables
Address: 2800 SW 72 Ave Miami, FL 33155
Contact Person: Ernesto Pino **Telephone #** 305 926 2784
epino@coralgables.com

- 10) **Company Name:** City of Miami -Capital Improvement Program
Address:444 SW 2nd Ave, 8th Floor, Miami, FL 33130
Contact Person: Maurice Hardie **Telephone #** 786-229 5463
mhardie@miamigov.com
- 11) **Company Name:** Stantec
Address: 901 Ponce de Leon Blvd Suite 900 Coral Gables, FL 33134
Contact Person: Sean Compel **Telephone #** 305-445 2900 Ext. 2230, 786-502 0770
sean.compel@stantec.com
- 12) **Company Name:** Village of Pinecrest
Address: 10800 Red Road, Pinecrest, FL 33156
Contact Person: Mark Spanioli **Telephone #** 305-669 6916
mspanioli@pinecrest-fl.gov
- 13) **Company Name:** City of Florida City
Address: 404 West Palm Dr. Florida City, FL 33034
Contact Person: Richard Stauts **Telephone #** 305 247 8221 / 305 772 1157
richard.stauts@floridacityfl.gov
- 14) **Company Name:** City of South Miami
Address: 6130 Sunset Drive South Miami 33143
Contact Person: Grizel Martinez PE **Telephone #** 305-403 2063
gmartinez@southmiamifl.gov
- 15) **Company Name:** City of Miami -Capital Improvement Program
Address:444 SW 2nd Ave, 8th Floor, Miami, FL 33130
Contact Person: Robert Fenton **Telephone #** 786-263-2133
rfenton@miamigov.com
- 16) **Company Name:** Miami Dade County Transportation & Public Works Department.
Address:111 NW 1st ST 14 Floor, Miami, FL 33128
Contact Person: Mercedes Barreras **Telephone #** 786-222-9912
barrem@miamidade.gov
- 17) **Company Name:** Village of Palmetto Bay - Public Works Department.
Address: 9495 SW 180 Street, Palmetto Bay, FL 33157
Contact Person: Danny Casals **Telephone #** 305-969-5011
dcasals@palmettobay-fl.gov
- 18) **Company Name:** City of Doral - Public Works Department.
Address: 8300 NW 53 Street Suite 100, Doral FL 33166
Contact Person: Carlos Arroyo **Telephone #** 305-593-6740 Ext. 6009
carlos.arroyo@cityofdoral.com

EXHIBIT

E

EXHIBIT E

ITEM	ITEM DESCRIPTION	UNITS	QTY	Maggold, Inc.		Valerius, Inc.		Metro Express	
				U.C.	Ext.C.	U.C.	Ext.C.	U.C.	Ext.C.
101-1	Mobilization / Demobilization	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 31,000.00	\$ 31,000.00	\$ 12,000.00	\$ 12,000.00
102-1	Maintenance of Traffic (MOT)	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 31,500.00	\$ 31,500.00	\$ 16,000.00	\$ 16,000.00
102-10.A	Off-Duty Law Enforcement Officer	LS	1	\$ 300.00	\$ 300.00	\$ 17,200.00	\$ 17,200.00	\$ 25,000.00	\$ 25,000.00
110-1-1	Clearing and Grubbing	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 24,507.00	\$ 24,507.00	\$ 6,000.00	\$ 6,000.00
160-4	Type "B" Stabilization (12" Thick) (Min. C.B.R. 30)	SY	18	\$ 20.00	\$ 360.00	\$ 52.00	\$ 936.00	\$ 5.00	\$ 90.00
162-1-11	Prepared Soil Layer 6"	SY	1035	\$ 5.00	\$ 5,175.00	\$ 5.00	\$ 5,175.00	\$ 6.00	\$ 6,210.00
285-709	Optional Base, Base Group 09	SY	18	\$ 25.00	\$ 450.00	\$ 300.00	\$ 5,400.00	\$ 35.00	\$ 630.00
327-07-01	Milling Existing Pavement	SY	2801	\$ 5.00	\$ 14,005.00	\$ 4.00	\$ 11,204.00	\$ 3.00	\$ 8,403.00
334-1-13	SP Traffic C	TON	173	\$ 150.00	\$ 25,950.00	\$ 190.00	\$ 32,870.00	\$ 120.00	\$ 20,760.00
520-1-10	Type F Curb and Gutter	LF	574	\$ 25.00	\$ 14,350.00	\$ 40.00	\$ 22,960.00	\$ 258.00	\$ 148,092.00
520-2-2	Type B Curb and Gutter	LF	118	\$ 22.00	\$ 2,596.00	\$ 68.00	\$ 8,024.00	\$ 20.00	\$ 2,360.00
520-2-4	Type D Curb and Gutter	LF	433	\$ 20.00	\$ 8,660.00	\$ 40.00	\$ 17,320.00	\$ 20.00	\$ 3,660.00
522-1	4" Concrete Sidewalk	SY	454	\$ 45.00	\$ 20,430.00	\$ 41.00	\$ 18,614.00	\$ 36.00	\$ 16,344.00
522-2	6" Concrete Sidewalk	SY	20	\$ 50.00	\$ 1,000.00	\$ 132.00	\$ 2,640.00	\$ 45.00	\$ 900.00
526-1-2	Concrete Pavers	SY	73	\$ 65.00	\$ 4,745.00	\$ 135.00	\$ 9,855.00	\$ 80.00	\$ 5,840.00
527-2	Detachable Warnings	SF	80	\$ 20.00	\$ 1,600.00	\$ 30.00	\$ 2,400.00	\$ 25.00	\$ 2,000.00
570-1-2	Sodding (Pennsylvania Bahia or match existing) (includes watering)	SY	1085	\$ 5.00	\$ 5,425.00	\$ 5.00	\$ 5,425.00	\$ 6.00	\$ 6,510.00
630-2-11	Conduit, F&I, Open Trench (600" W + 100" E)	LF	700	\$ 16.00	\$ 11,200.00	\$ 11.00	\$ 7,700.00	\$ 25.00	\$ 17,500.00
635-2-11	Pull & splice Box, F&I, 13" x 24" Cover size (See W. 4+ EA E.)	EA	12	\$ 500.00	\$ 6,000.00	\$ 810.00	\$ 9,720.00	\$ 789.00	\$ 9,468.00
639-1-620	Electrical Power Service, Remove Complete Service	AS	1	\$ 1,200.00	\$ 1,200.00	\$ 720.00	\$ 720.00	\$ 1,140.00	\$ 1,140.00
693-2-6	Electrical Wire Removal	LF	250	\$ 1.10	\$ 275.00	\$ 2.00	\$ 500.00	\$ 3.50	\$ 875.00
649-36-300	Mast Arm, Remove shallow Foundation, Bolt on Attachment	EA	4	\$ 3,300.00	\$ 13,200.00	\$ 3,000.00	\$ 12,000.00	\$ 5,500.00	\$ 22,000.00
670-5-600	Traffic Controller Assembly, Remove Controller with Cabinet	AS	1	\$ 1,100.00	\$ 1,100.00	\$ 720.00	\$ 720.00	\$ 3,680.00	\$ 3,680.00
700-1-11	Single Post Sign, F&I, 12-20 SF	AS	32	\$ 250.00	\$ 8,000.00	\$ 300.00	\$ 9,600.00	\$ 350.00	\$ 11,200.00
700-1-60	Single Post Sign, Remove	AS	4	\$ 40.00	\$ 160.00	\$ 110.00	\$ 440.00	\$ 100.00	\$ 400.00
706-3	Retro-Reflective Pavement Markers	EA	140	\$ 6.00	\$ 840.00	\$ 7.00	\$ 980.00	\$ 5.00	\$ 700.00
710-90	Painted Pavement Markings, Final Surface	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00
711-11-123	Thermoplastic, Standard-White Solid 12"	LF	260	\$ 4.00	\$ 1,040.00	\$ 2.00	\$ 520.00	\$ 2.50	\$ 650.00
711-14-125	Thermoplastic, Standard-White Solid 24"	LF	240	\$ 5.50	\$ 1,320.00	\$ 3.00	\$ 720.00	\$ 3.50	\$ 840.00
711-11-224	Thermoplastic, Standard-Yellow Solid 18"	LF	20	\$ 5.00	\$ 100.00	\$ 5.00	\$ 100.00	\$ 50.00	\$ 50.00
711-15-201	Thermoplastic, Standard-Other Surfaces Yellow, Solid 6"	GM	0.29	\$ 5,500.00	\$ 1,595.00	\$ 5,500.00	\$ 1,595.00	\$ 5,000.00	\$ 1,450.00
711-15-101	Thermoplastic, Standard-Other Surfaces White, Solid 6"	GM	0.18	\$ 5,500.00	\$ 990.00	\$ 5,500.00	\$ 990.00	\$ 5,000.00	\$ 900.00
711-15-102	Thermoplastic, Standard-White, Solid 6"	GM	0.01	\$ 8,000.00	\$ 80.00	\$ 5,500.00	\$ 55.00	\$ 6,000.00	\$ 60.00
711-14-141	Thermoplastic, Standard 2-4 Slip White	GM	0.02	\$ 6,000.00	\$ 120.00	\$ 5,500.00	\$ 110.00	\$ 5,000.00	\$ 100.00
	SUBTOTAL			\$ 175,766.00	\$ 175,766.00	\$ 299,000.00	\$ 299,000.00	\$ 359,812.00	\$ 359,812.00
	DEDICATED ALLOWANCES			\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00
AIPP	AIPP (Art in Public Places) 1%	LS		\$ 1,757.66	\$ 1,757.66	\$ 2,990.00	\$ 2,990.00	\$ 3,598.12	\$ 3,598.12
PM	Permits	LS		\$ 100.00	\$ 100.00	\$ 5,000.00	\$ 5,000.00	\$ 60.00	\$ 60.00
	999 Contingency	LS		\$ 100.00	\$ 100.00	\$ 200,723.66	\$ 200,723.66	\$ 386,410.12	\$ 386,410.12
	TOTAL			\$ 200,723.66	\$ 200,723.66	\$ 329,990.00	\$ 329,990.00	\$ 386,410.12	\$ 386,410.12

EXHIBIT

F

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION



To: Mr. Edward Silva, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 7/6/2017

ITB#: ITB# 1617-11-011 Item/Service: Traffic Circle at the Intersection SW 168th Street and SW 82nd. Avenue

Attach please find the tabulation and letter of recommendation from Corrice Patterson, Director of Public Services, Village of Palmetto Bay

I. Procurement Comments:

After reviewing the tabulation, licensing, bid bond and insurance, it is recommended by the Procurement Specialist to move forward with this recommendation to award.

II. Recommendation:

- a. Which bid is being recommended? Maggolc, Inc.
- b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes No
If No, is the variance considered: Minor Major
- c. Is the recommendation the lowest bid received? Yes No (Not Applicable)

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection on the next Special Council meeting on July 12th, 2017.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent

Signature/Date  Mr. Edward Silva, Village Manager



To: Edward Silva, Village Manager

Date: June 12, 2017

From: Litsy C. Pittser, Procurement Specialist

Re: ITB No. 1617-11-011
Traffic Circle at the Intersection of 168th Street &
82nd Avenue

The purpose of this memorandum is to inform you of a recommended course of action regarding the solicitation for Traffic Circle at the Intersection of 168th Street & 82nd Avenue; and respectfully request your review and approval as follows:

Recommended Course of Action:

- June 15th 2017: Approved ITB to be advertised and issued; Cone of Silence commences.
- June 21st 2017: Mandatory Pre-bid meeting requested Village Hall 10:00 am
- June 26th 2017: Last day for questions; last addendum to be issued
- June 30th 2017: Bid Opening for ITB 1617-11-011 due by 3:00 pm.
- TBA: Recommendation to be given

Budgetary Impact: The source for funding of this project (Traffic Circle at the intersection of 168th Street & 82nd Avenue) has been assigned a budget in the amount up to \$ 250,000 for Traffic Calming Improvements in fiscal year 2016-2017. Miami-Dade County will reimburse expenditure of funds for construction in accordance with executed JPA.

By your signature below, I will proceed with the above described / recommended course of action.

Manager Approval:

Edward Silva, Village Manager / Date

Director Approval:

Corrice Patterson, Public Service / Date

Attachment (1)

**JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF PALMETTO BAY
SW 82 AVENUE AND SW 168 ST TRAFFIC CIRCLE**

This AGREEMENT, made and entered into this 28 day of July, 2017, by and between the VILLAGE OF PALMETTO BAY, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Village", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, both parties herein wish to facilitate the construction of a traffic circle in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

The construction of a traffic circle at the intersection of SW 82 Avenue and SW 168 Street; and

WHEREAS, the County wishes to utilize the resources of the Village to contract and construct the Project, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

RESPONSIBILITIES OF VILLAGE:

- 1.1. **Design:** The Village shall complete at its sole expense, the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation, County, and/or Village, as applicable, design criteria, to the

satisfaction of the County Department of Transportation and Public Works Director. The Village's design consultant shall be made available to County at the Village's expense solely to review shop drawings and perform required post-design services, limited to Project design.

- 1.2. **Permits and Approvals:** The Village shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The Village shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Village shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Village shall not pay for any permits required by the Miami-Dade County Department of Transportation and Public Works.
- 1.3. **Right-of-Way:** The Village shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.
- 1.4. **Public Information and Involvement:** The Village will implement a Public Involvement Plan (PIP) during the construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, Project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the Project stakeholders shall be used to develop the goals and objectives to implement the PIP. The Village shall submit a copy of the PIP to the County Department of Transportation and Public Works Director for review and concurrence prior to its implementation.

Projects that exceed \$1,000,000.00 in construction costs shall comply with the process and guidelines for the preparation and implementation of PIPs as established by Miami-Dade County Implementing Order 10-13.

- 1.5. **Publicity:** By the acceptance of these funds, the Village agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The Village shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The Village shall submit sample or mock up of such publicity or materials to the County for review and approval. The Village shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source.
- 1.6. **Accounting:** The Village shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The Village agrees to permit the County auditors to inspect the books, records and accounts of the Project for three (3) years after completion of the Project. These records shall be made available to the County for inspection at the Village's government office in which these records are regularly kept within

ten (10) business days upon written receipt of a written request from the County.

- 1.7. **Construction:** The Village shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The Village may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the Village's discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing Village contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the Village shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement. Prior to the advertisement to solicit a licensed contractor to construct the Project, the Village shall contact the County Department of Transportation and Public Works Capital Improvements Section and provide all necessary documentation to ensure this compliance.

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and Village as joint obligees or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base

amount of the contract, unless otherwise approved in writing by designated representatives of the County and Village. The commitment for the expenditures of any contingency funds shall not be made by the Village without the prior written approval of the County Department of Transportation and Public Works Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the Village to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the Village and the Village's determination of the most advantageous bid or proposal, the Village shall provide said evaluation to the County Department of Transportation and Public Works Director for review and approval. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County Department of Transportation and Public Works Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the Village.

- 1.8. **Claims and Change Orders:** The Village shall notify the County Department of Transportation and Public Works Director in writing when claims or change orders arise. The Village shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the Village.

- 1.9. **Construction Administration and Inspection:** The Village shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Village may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County Department of Transportation and Public Works Director shall have final authority subsequent to an independent final inspection by the County. The Village's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The Village shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the Village and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Department of Transportation and Public Works Director.
- 1.10. **Coordination with Miami-Dade County Public Schools:** Due to potential safety, operational and bus transportation impacts, the Village shall coordinate with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.
- 1.11. **Maintenance:** The Village shall be solely responsible for maintenance of the Project upon construction completion of the Project.

2. RESPONSIBILITIES OF COUNTY:

2.1. Funding Amount, Reimbursement of Project Costs: The County agrees to provide funds up to \$356,930.97 (this amount includes ten percent (10%) contingency) for eligible costs, as defined herein, incurred by the Village for the construction of the Project. The County shall disburse to the Village funds for the Project in the manner set forth in Section 4. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the Board of County Commissioners. The Village shall not be obligated to commence work should the bid amount exceed the funding provided by the County. If the bid amount exceeds the funding amount, the Village reserves its rights to reject all bids and re-bid the Project.

2.2. County Payments of Project Costs: The County funds provided for eligible costs as defined herein, incurred for the construction of the Project are specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$356,930.97	Road Impact Fee District 5	2016-2017

2.3. Project Cost Adjustments: The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced cost may be required in the future, and that at the option of the parties, amendments may be entered into to revise the funds available for the Project. Provided that there is no increase in the

amount of County funds required as stated in Section 2.1, amendments may be executed by the Village Mayor and the County Mayor or County Mayor's designee without the need for approval by the Village Council and County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

3. **ELIGIBLE COSTS:** The parties agree that only the below identified costs that may be incurred by the Village that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the construction of Project elements that are the standard items normally provided for by the County in County road improvement projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the Village may request County reimbursement only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

- 4. SCHEDULE AND MANNER OF REIMBURSEMENTS:** Upon execution of the Agreement, the Village shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the Village shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County Department of Transportation and Public Works Director. Quarterly disbursement of County funds to the Village shall be based upon Village invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The quarterly submittal for invoices shall also include a certified copy of payment to Sub-Contracted firms.
- 5. COMPLIANCE WITH LAWS:** The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.
- 6. BUSINESS PROGRAM COMPLIANCE AND OVERSIGHT:** Whenever County funds are used, the Village agrees to comply with applicable County regulations, including but not limited to, the Small Business Enterprise Goods and Services Program, the Small Business Enterprise Architecture and Engineering Program, the Small Business Enterprise Construction Services Program, the Community Workforce Program (CWP), the Resident First Training and Employment Program (RFTE), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, the Village agrees to abide by the applicable contract measure

recommendation(s) established by the County's Internal Services Department (ISD), Small Business Development Division Project Worksheet for the participation of specified business entities and/or trades and for CWP requirements, as administered by the County's ISD. ISD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Code.

7. **PROJECT SIGNAGE:** The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by Road Impact Fees, in coordination with the Village, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.
8. **INDEMNIFICATION:** To the extent authorized by Florida law, the Village hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the Village, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the Village to the extent of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands,

liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Village for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Village to perform the work, the Village shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the Village, at its option, pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The Village agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damages recovered by the County which is attributable to an expenditure by the Village shall be returned to the Village by the County, within sixty (60) business days of receipt.

9. DISPUTE RESOLUTION, APPLICABLE LAW: The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida. Each party will bear its own attorney's fees.

10. ENTIRE AGREEMENT, AMENDMENTS: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that

there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

11. JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

12. SEVERANCE: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the Village or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

13. NOTICES: Any and all notices required to be given under this agreement shall be sent by first class mail, addressed as follows:

To the County:

Attention: Department of Transportation and Public Works
c/o Director
Miami-Dade County
701 NW 1 Court, Suite 1700
Miami, Florida 33136
(786) 469-5406

To the Village:

Attention: Eugene Flinn
Mayor, Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
(305) 259-1234

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written,

ATTEST:
HARVEY RUVIN
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA,
BY ITS BOARD OF
COUNTY COMMISSIONERS

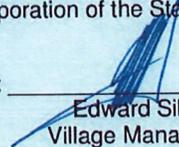
BY: _____
Deputy Clerk

BY: _____
County Mayor or County Mayor's Designee

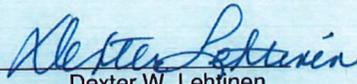
Approved by County Attorney
as to form and legal sufficiency _____
Abigail Price-Williams

ATTEST: Village of Palmetto Bay, a municipal
corporation of the State of Florida

BY: 
Missy Arocha
Village Clerk
2802
(Affix Village Seal)

BY: 
Edward Silva
Village Manager

Approved by Village Attorney
as to form and legal sufficiency _____


Dexter W. Lehtinen