

RESOLUTION NO. 04-51

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH UNITED RENTALS HIGHWAY TECHNOLOGIES, INC. FOR ROADWAY STRIPING OF SELECTED PUBLIC ROADWAYS WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay requires a contractor specializing in the pavement marking industry to perform roadway striping throughout the Village on an as needed basis; and,

WHEREAS, the Town of Miami Lakes has contracted with United Rentals Highway Technologies, Inc. for miscellaneous roadway striping pursuant to its response to a request for proposals; and,

WHEREAS, pursuant to the village's purchasing procedures, the village may enter into contracts for services with contractors when another public agency has already followed formal bid procedures; and,

WHEREAS, the village would like to "piggyback" the contract between United Rentals Technologies, Inc. and the Town of Miami Lakes; and,

WHEREAS, United Rentals Technologies, Inc. has agreed to provide the necessary services and resources to the village utilizing the same pricing, terms and conditions as set forth in agreement with the Town of Miami Lakes dated the 9th day of April, 2004.

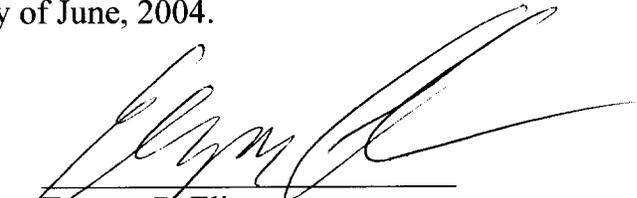
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1: The Village Manager is authorized to "piggy back" on the Town of Miami Lakes roadway striping services contract with United Rental Technologies, Inc., and is authorized to execute the agreement, which is attached as App. 1, for an amount not to exceed \$50,000.

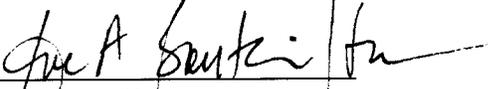
Section 2: This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 14th day of June, 2004.

ATTEST: 
Meighan Pier
City Clerk


Eugene P. Flinn
Mayor

READ AND APPROVED AS TO FORM:


Earl G. Gallop
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>Yes</u>
Council Member Paul Neidhart	<u>Yes</u>
Council Member John Breder	<u>Yes</u>
Vice-Mayor Linda Robinson	<u>Yes</u>
Mayor Eugene P. Flinn	<u>Yes</u>

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APPENDIX 1

**CONTRACT BETWEEN VILLAGE OF PALMETTO BAY
AND UNITED RENTALS HIGHWAY TECHNOLOGIES, INC.**

This contract is made and entered into this ___ day of June, 2004 between the Village of Palmetto Bay (village), a Florida municipal corporation, located at 8950 SW 152nd Street, Palmetto Bay, Florida 33157 and United Rentals Highway Technologies, Inc., a Massachusetts corporation, located at 2711 SW 36th Street, Ft. Lauderdale, Florida 33312 (contractor).

WITNESSETH:

WHEREAS, village desires to engage and retain the services of the contractor to perform the work described in this contract and the contractor desires to accept the engagement; and,

WHEREAS, the village requires a contractor specializing in the pavement marking industry to perform roadway striping throughout the village on an as needed basis; and,

WHEREAS, the Town of Miami Lakes has contracted with United Rentals Highway Technologies, Inc. for miscellaneous roadway striping pursuant to its response to a request for proposals; and,

WHEREAS, pursuant to the village's purchasing procedures, the village may enter into contracts for services with contractors when another public agency has already followed formal bid procedures; and,

WHEREAS, the village would like to "piggyback" the contract between United Rentals Technologies, inc. and the Town of Miami Lakes; and,

WHEREAS, United Rentals Technologies, Inc. has agreed to provide the necessary services and resources to the village utilizing the same pricing, terms and conditions as set forth in the agreement with the Town of Miami Lakes dated the 9th day of April, 2004.

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows.

village

contractor

1. WHEREAS CLAUSES

1.1. The above whereas clauses are incorporated and made a part of this contract.

2. STATEMENT OF WORK AND MATERIAL TERMS AND CONDITIONS.

2.1 The statement of work for this project shall be as provided in the attached exhibit 1, which is incorporated and made a part of this contract.

2.2 All material terms and conditions in the attached exhibit 1, are incorporated by reference and adopted as part of this agreement.

3. COMMENCEMENT DATE AND TERM

3.1 The term shall commence upon the date of this contract and expire upon the earlier of _____ or the acceptance of full performance by the village.

4. PAYMENT

4.1 The village shall pay the contractor the contract amount(s) provided in the attached exhibit under section 1.2, except that the maximum price term shall not exceed \$300,000. The amount shall be based on agreed charges for time and materials for an amount not to exceed the stated fixed amount. The amount to be paid shall be stated in the task order authorizing the work.

5. MODIFICATIONS – CHANGE ORDERS

5.1 The village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the work. The village may order temporary stoppage of the work or delay in performance that does not alter the scope of work. Changes, including any increase or decrease in the amount of the contractor's compensation, shall be incorporated in written amendments to this contract.

village

contractor

5.2 If any change causes an increase or decrease in the price charged, the maximum amount of the contract, or the time required for performance of any part of the work under this contract, or otherwise affects the conditions of this contract, the village shall make an equitable adjustment to the maximum amount, the price(s), the delivery schedule, or other affected terms, and shall modify the contract with a written change order.

6. TERMINATION FOR LACK OF FUNDS

6.1 Notwithstanding any other provisions of the contract, if the funds anticipated by the village for the for the payment of work under this contract are at any time not forthcoming, through the failure of the village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the village shall have the right to terminate the contract without penalty by giving not less than 10 days written notice of the lack of available funding.

6.2 In the event the village declines to appropriate funds for payment of the contract for future fiscal years, contractor shall be paid for work performed under the contract with funds that are appropriated for the current fiscal year. The liability of the village to contractor shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

6.3 For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the village to contractor shall be limited to payment for services when payment is received by the village from the county, state or federal authority. The village shall submit all required documents requesting payment within a reasonable time. The village shall not be liable to contractor for work performed in the event that payment is not received by the village from a county, state or federal funding authority. This is a pay-when-paid clause.

7. RIGHT TO WITHHOLD

7.1 If work under this contract is not performed in accordance with the terms hereof, the village has the right to withhold any payment due to the contractor, of any sums as the village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the village may apply the

village

contractor

sums in the manner as the village may deem proper to secure itself or to satisfy the claims. The village will provide contractor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

8. INTEREST PAYMENTS DUE TO LATE PAYMENT

8.1 The village shall make payment to contractor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the village. Interest shall accrue on unpaid invoices as provided by Section 218.74, Florida Statutes.

8.2 Contractor shall not be entitled to any carrying charges or finance fees due to late payment by the village.

8.3 This section and all subsections shall supplement section 1.2 found in the attached exhibit 1.

9. LIENS

9.1 The Contractor, subcontractors, suppliers and laborers are prohibited from placing a lien on village's property.

10. NOTICES

10.1 All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices. This section replaces and supercedes section 1.26 of the attached exhibit 1.

11. CONTRACTING OFFICER REPRESENTATION

11.1 For the purposes of this contract, the contracting officers are as follows:

To the Village: Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, Florida 33157
Attention: Village Manager

village

contractor

To Contractor: United Rentals Technologies, Inc.
2711 SW 36th Street
Ft. Lauderdale, Florida 33312
Attention: Edward R. Berkheimer, Branch Manager

This section replaces and supercedes section 1.26 of the attached exhibit 1.

12. ATTORNEY'S FEES

12.1 Section 1.13 of the attached exhibit 1 relating to attorney's fees is modified to reflect the following: "neither party shall be responsible for prejudgment interest."

13. SEVERABILITY

13.1 Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

14. ENTIRE CONTRACT

14.1 The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.

15. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

15.1 Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and contractor has not, and will not, pay a fee the amount of which is contingent upon the village awarding this contract to contractor.

15.2 Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to

procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

15.3 A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the contractor.

16. WARRANTY OF AUTHORITY

16.1 The signatories to this contract warrant that they are duly authorized by action of their respective village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

17. MISCELLANEOUS

17.1 In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

[SIGNATURE PAGE TO FOLLOW]

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village

contractor

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

Contractor

By: _____
Charles D. Scurr,
Village Manager

By: _____
Authorized Representative: _____,
Title : _____

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Pier

Approved as to form:

By: _____
Earl G. Gallop, Village Attorney
The Village of Palmetto Bay

EXHIBIT 1

**AGREEMENT FOR
ROADWAY STRIPING SERVICES**

THIS AGREEMENT is made this 9th day of April, 2004 by and between the Town of Miami Lakes, Florida (the "Town") and United Rentals Highway Tech, Inc. (the Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1.1.1 **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications of this Agreement, provided in the bid documents and attached herein as Exhibit "A" (the "Work").

1.2 **COMPENSATION/PAYMENT**-

1.2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

1.2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

1.2.3 The Contractor shall be compensated at the unit prices specified in the Bid Proposal, which is attached as Exhibit "B," based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed \$79,845.00 (the "Agreement Sum").

1.2.4 Included in the Agreement Sum is an allowance account of \$ _____ for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town in accordance with the contract documents. Money may only be taken from this account at the prior approval of the Town Engineer and pursuant to any procedures outlined by the Town Engineer or the Town Manager.

1.3 **TERM**- This Agreement shall be effective upon execution by both parties and shall continue for a term of one (1) year. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

1.4 **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:

1.4.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

1.4.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

1.4.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.

1.4.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

1.5 **INDEMNIFICATION-**

1.5.1 The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Agreement, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor ~~or anyone for whose acts Contractor may be liable.~~ END

1.5.2 This indemnification obligation shall survive the termination of this Agreement.

1.5.3 The Contractor shall defend the Town or provide for such defense, at the Town's option if claim arises due to Contractor's negligence only.

1.6 **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract: END

Instructions to Bidders;
All Addendums;
Contract Agreement;
Proposal;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

1.7 **CONTRACTOR'S EMPLOYEES-**

1.7.1 The Contractor shall at all times have a competent English speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

1.7.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

1.7.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.

1.7.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

1.7.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

- 1.8 **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this Agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. A wooden sign displaying the Town of Miami Lakes Logo and below the logo a caption noting "Public Works" along with the names of the elected officials and Town administrative staff will be required to be provided and displayed at the work site at all times. This sign shall be five foot wide by three foot tall and shall meet the specifications as provided by the Town.
- 1.9 **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:
- 1.9.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.
- 1.9.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- 1.9.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single

limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1.9.4 **Certificate of Insurance:** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. ~~The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town.~~ If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager. ERA

1.9.5 **Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. ~~Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.~~ ERA

1.9.5 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

1.10 **ASSIGNMENT AND AMENDMENT-** No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.

1.11 **TERMINATION-**

1.11.1 Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

1.11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

1.11.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

1.11.4 The Town may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

1.12 **CHOICE OF LAW**- This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County.

1.13 **ATTORNEY'S FEES**- In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

1.14 **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.

1.15 **INSPECTION AND AUDIT**- During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.

1.16 **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

1.17 **WAIVER OF JURY TRIAL**. The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

1.18 **COUNTERPARTS**- This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

1.19 **INDEPENDENT CONTRACTOR** – It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.

1.20 **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.

1.21 **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.

1.22 **CODE OF ETHICS** - Contractor warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

1.23 **LAWS, RULES & REGULATIONS** - Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

- 1.24 **POLICY OF NON-DISCRIMINATION** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
- 1.25 **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.
- 1.26 **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

Town of Miami Lakes
6853 Main Street
Miami Lakes, FL 33014
Attention: Alex Rey, Town Manager

With a copy to:

Weiss Serota Helfman Pastoriza Guedes Cole & Boniske, P.A.
2665 S. Bayshore Drive
Suite 420
Miami, FL 33133
Attention: Nina Boniske, Town Attorney

Contractor:

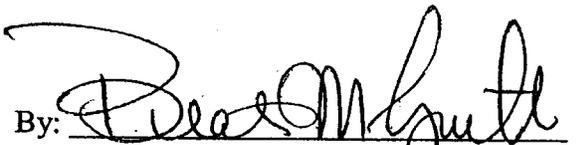
United Rentals Highway Tech, Inc.
2711 S.W. 36th Street
Ft. Lauderdale, FL 33312
Attention: Steven Beaney

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF MIAMI LAKES

By:


Betty M. Arguelles, CMC Town Clerk

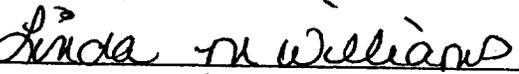
By:


Wayne Slaton, Mayor

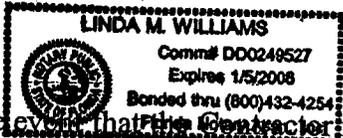
By: 
Weiss, Serota, Helfman, Pastoriza
Guedes, Cole & Boniske, P.A.
Town Attorney

Signed, sealed and witnessed in the
presence of:

UNITED RENTALS HIGHWAY TECH, INC

By: 

By: 



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

**WRITTEN CONSENT
OF THE
SOLE DIRECTOR
OF
UNITED RENTALS HIGHWAY TECHNOLOGIES, INC.**

The undersigned, being the sole director of United Rentals Highway Technologies, Inc., a Massachusetts corporation (the "Corporation"), hereby consents to and adopts the following resolutions pursuant to the Bylaws of the Corporation:

**Standing Authorization for
Contracts, Bids, Written Work Orders and Lien Waivers**

RESOLVED, that the persons holding the positions listed below are hereby authorized to execute contracts, bids and written work orders, in the amounts shown below, on behalf of the Corporation which are entered into in the ordinary course of the Corporation's highway technologies business:

Branch Managers may execute any of the aforementioned documents in an amount up to \$200,000 (Two Hundred Thousand Dollars);

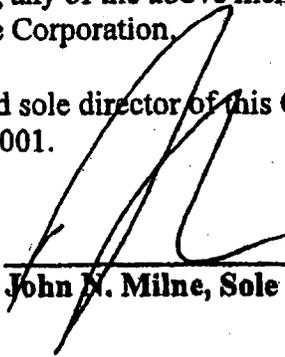
District Operations Managers may execute any of the aforementioned documents in an amount up to \$500,000 (Five Hundred Thousand Dollars);

District Managers may execute any of the aforementioned documents in an amount up to \$1,000,000 (One Million Dollars); and

Regional Managers may execute any of the aforementioned documents in any monetary amount.

FURTHER RESOLVED, a person holding any of the above mentioned positions may execute Lien Waivers on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned sole director of this Corporation has duly executed this Written Consent as of April 23, 2001.



John N. Milne, Sole Director

EXHIBIT "B"

United Rentals

BID FORM

The following Bid Form is presented to assist the Town in evaluating the Bid. After award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

<u>Base Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
700-1	Regulatory Signs, single post, up to 9 square feet	10	EA	170.00	\$1,700.00
700-2	Warning Signs, single post, up to 9 square feet	10	EA	170.00	\$1,700.00
700-3	Guide Signs- Conventional Roads, single post up to 9 square feet	10	EA	170.00	\$1,700.00
706-3	Retro-Reflective Pavement Markers	250	EA	3.50	\$875.00
711-4	Directional Arrows, Thermoplastic	30	EA	35.00	\$1,050.00
711-33	10 x 30 Skip White, Thermoplastic	18,000	LF	.22	\$3,960.00
711-34	10 x 30 Skip Yellow, Thermoplastic	18,000	LF	.68	\$12,240.00
711-35-61	6" Solid White Thermoplastic	50,000	LF	.20	\$10,000.00
711-35-121	12" Solid White Thermoplastic	4,000	LF	1.28	\$5,120.00
711-35-241	24" Solid White Thermoplastic	3,000	LF	2.70	\$8,100.00
711-36-61	6" Solid Yellow Thermoplastic	45,000	LF	.52	\$23,400.00
A-1	Allowances	1	LS	\$10,000	\$10,000

TOTAL BASE BID AMOUNT

\$ 79,845.00

TOTAL BASE BID AMOUNT

(IN WORDS)

Seventy nine thousand eight hundred Forty Five dollars

Bid Item Footnotes:

1. A minimum of \$2,000 of work will be authorized with each mobilization. The work may be at different locations within the Town but the contractor will be authorized to proceed on the full amount of the work directive.
2. Mobilization, maintenance of traffic and other required elements as noted within this bid package are to be included in the unit prices above. The contractor shall mobilize for the work detailed in the work directive within seven (7) calendar days of receipt of the directive.

Miscellaneous Roadway Striping
FOR
THE TOWN OF MIAMI LAKES

Technical Specifications Index

<u>Section</u>	<u>Description</u>	<u>Pages</u>
ROADWAY DIVISION I:		
	Special Provisions	1
01020	Allowances	1-3
ROADWAY DIVISION II:		
101	Mobilization	1
102	Maintenance of Traffic	1-2
700	Highway Signs	1

DIVISION I
SPECIAL PROVISIONS
FOR
Miscellaneous Roadway Striping
IN
THE TOWN OF MIAMI LAKES

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2000 be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Town of Miami Lakes.

It is the intent to include Division I of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" as referenced above as a supplement to the General Conditions (Engineers Joint Contract Documents Committee) and Supplementary Conditions for this Contract.

Further the applicable portions of the Town of Miami Lakes Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are located in Division II.

SECTION 01020

ALLOWANCES

PART 1 SCOPE OF WORK

1.01 DEFINITION

- A. Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Town may deem necessary if ordered and authorized by the Town in accordance with the contract documents.

1.02 ALLOWANCE ACCOUNT

- A. Monies in the allocation account will be used on issuance of change orders, over run of unit bid items provided such over runs are pre-approved in writing by the Town, and off duty police officers.
- B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Town by change order.

1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES

- A. Engineer's Duties:
 - 1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
 - 2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:
 - a. Product, model and/or class of materials.
 - b. Accessories and attachments.
 - c. Supplier and installer as applicable.
 - d. Cost to Contractor, delivered to the site or installed, as applicable.
 - e. Warranties
 - f. Quantities
 - 3. Transmit Owner's decision to the Contractor.
 - 4. Prepare change orders.

B. Contractor's Duties:

1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.
2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Engineer promptly of:
 - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
 - b. Any effect on the construction schedule anticipated by selection under consideration.

1.04

**CONTRACTOR RESPONSIBILITY FOR PURCHASE,
DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

1.05

ADJUSTMENT OF COSTS

- A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:

044533026
01020-2

1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
 2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 MEASURE AND PAYMENT

- A. The cost shall include a fixed amount per the Bid Form.
- B. Use of the allocation account shall be for unforeseeable conditions, for construction changes and for availability adjustments, if ordered and authorized by the Town. At the closeout of contract, monies remaining in the contingency allowance will be credited to the Owner by change order.
- C. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

END OF SECTION

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01020-3

DIVISION II

SECTION 101

MOBILIZATION

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 101-1 Description This section is expanded to include the following:

The Town intends to utilize this contract on an as-needed basis. As the need for the units identified in this project are identified by the Town, the Town will inform the contractor of the need for his services. It is the intent of this project that the contractor will be required to mobilize up to twenty times thru the life of the contract. However, this is only an estimate and the Town reserves the right to request additional work. The contractor shall mobilize within seven (7) calendar days of the receipt of the work authorization.

All cost for work, materials, permits and incidental costs as specified above are to be included in the cost of other bid items. There will be no specific payment for Mobilization.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

END OF SECTION

044533026

101-1

SECTION 102

MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 102-1.1 Description This section is expanded to include the following:

During construction, the Contractor shall provided written updates to the Engineer of anticipated construction activity, timing, location, and anticipated disruptions due to occur during the next two (2) weeks. This update shall be provided to the Engineer no later than noon each Friday for use, by the Engineer and Town, in assisting the Contractor to inform the residents of pending disruptions. However, this does not relieve the Contractor of any and all reasonable communications with the affected property owners.

The Contractor may be asked to attend meetings with the Property Owners and offer his opinions during the course of the meeting, but the Town/Engineer will chair the meeting.

Article 102-2.4 Access for Residential and Businesses – Add the following item at the end of the paragraph:

The Contractor may need to utilize on occasion pedestrian boardwalk ramps to maintain pedestrian access to residences and business along the project. The pedestrian ramps are to meet all requirements established for pedestrian ramps in the Americans with Disabilities Act (ADA). The Contractor shall prepare and submit shop drawing of the ramp for review by the Engineer prior to installation.

Article 102-4.1 Where Required – This subarticle is amended to include:

Except as delineated in the Contract Documents, traffic may be detoured only upon approval of the Town and the Florida Department of Transportation (for State Roads).

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

END OF SECTION

044533026

102-2

SECTION 700

HIGHWAY SIGNS

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 700-10 Method of Measurement- Delete the first sentence of this article and substitute the following:

The quantity to be paid shall be the number of signs fabricated and installed as specified in the bid form. Signs shall be paid for per each sign.

Article 522-10 Basis of Payment – Delete the first sentence of this article and substitute the following:

The quantity to be paid for will be the number of signs, completed, and accepted. Payment shall include fabrication, post and erection of signs and sign supports.

END OF SECTION

044533026

700-1

APPENDIX A

Appendix A Index

<u>Item</u>	<u>Contract Documents</u>	<u>Pages</u>
1.	Town of Miami Lakes-Ordinance No. 02-19	5

044533026

B-1

ORDINANCE NO. 02-19

AN ORDINANCE OF TOWN OF MIAMI LAKES, FLORIDA, AMENDING SECTION 30-388.12 OF THE TOWN CODE TITLED "OBSTRUCTION OF PUBLIC STREETS, HIGHWAYS, ETC." TO REQUIRE THAT OFF-DUTY POLICE OFFICERS BE PROVIDED TO DIRECT TRAFFIC ON ANY PUBLIC ROAD WITHIN THE TOWN WHERE CONSTRUCTION ACTIVITY IMPEDES THE FLOW OF TRAFFIC AND THREATENS PUBLIC SAFETY DURING THE REGULAR WEEKDAY RUSH HOURS; AMENDING SECTION 8CC-10 OF THE TOWN CODE, TITLED "SCHEDULE OF CIVIL PENALTIES;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council finds that construction activity on property within the boundaries of the Town oftentimes impacts the proper and safe flow of vehicular traffic during the normal weekday rush hours and threatens public safety; and

WHEREAS, the Town Council finds that requiring off-duty police officers be present to direct traffic on public roads during the regular weekday rush hours will protect the public, enhance public safety, and is in the best interest of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

(Coding: Words in ~~struck through~~ type are deletions from existing law; words underscored are additions.)

Section 2. Section 30-388.12 of the Town Code¹ is hereby amended to read as follows:

Section 30-388.12. Obstruction of public streets, highways, etc.

- (a) It is unlawful for any person or persons to willfully obstruct the free, convenient and normal use of any public street, highway or road, by impeding, hindering, stifling, retarding or restraining traffic or passage thereon, or by endangering the safe movement of vehicles or pedestrians traveling thereon.
- (b) All persons engaged in construction activity on property located within the Town shall provide at least one off-duty police officer to direct traffic on public roads within the Town that directly service the property where the construction activity impedes the safe flow of vehicular traffic during the normal weekday rush hours. The Town Manager or designee shall determine whether appropriate circumstances exist to waive this requirement.
- (c) Off-duty police officers shall be obtained from the Town Police Department.
- (d) "Normal weekday rush hours" are defined as the time periods from 6:30 a.m. to 9:30 a.m. and from 3:00 p.m. to 6:30 p.m., Monday through Friday. This term does not include recognized public holidays, Saturdays or Sundays.
- (e) Penalties. Each violation of Section 30-388.12(c) shall be punished by a fine of \$500 or imprisonment in the County jail not to exceed sixty (60) days or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate violation. Nothing contained herein shall prohibit the Town from enforcing its Code by any other means including, but not limited to, any enforcement provisions provided in Chapter 162, Florida Statutes, or a civil action for appropriate relief in a court of competent jurisdiction. The enforcement procedures outlined herein are cumulative to all others and shall not be deemed to be prerequisites to filing suit for the enforcement of any section of the Town Code.

Section 3. Section 8CC-10 of the Town Code is hereby amended to read as follows:

^{1/} Pursuant to Section 8.3 of the Town Charter, the Code of Miami-Dade County, Florida, currently serves as the Town Code.

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the section of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are intended for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violation of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

<i>Code Section</i>	<i>Description of Violation</i>	<i>Civil Penalty</i>
<u>30-388.12(c)</u>	<u>Failure to provide off-duty police officer(s)</u>	<u>\$500.00</u>

Section 4. Repeal Of Conflicting Provisions. All provisions of the Code of Miami-Dade County as made applicable to the Town by Article VIII, Section 8.3 of the Town Charter which are in conflict with this Ordinance are hereby repealed.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in

effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion In The Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and made a part of the Town of Miami Lakes Code; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Councilmember Collins, who moved its adoption on first reading. The motion was seconded by Vice Mayor Alonso and upon being put to a vote, the vote was as follows:

Councilmember Mary Collins	Yes
Councilmember Robert Meador, II	Yes
Councilmember Michael Pizzi	Yes
Councilmember Nancy Simon	Yes
Councilmember Peter Thomson	Yes
Vice Mayor Roberto Alonso	Yes
Mayor Wayne Slaton	Yes

PASSED AND ADOPTED on first reading this 14th day of May, 2002.

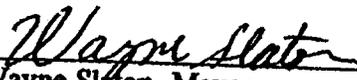
The foregoing Ordinance was offered by Councilmember Collins, who moved its adoption on second reading. The motion was seconded by Councilmember Simon, and upon being put to a vote, the vote was as follows:

Councilmember Mary Collins	Yes
Councilmember Robert Meador, II	Yes

Ordinance 02-19

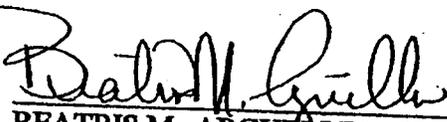
Councilmember Michael Pizzi	Yes
Councilmember Nancy Simon	Yes
Councilmember Peter Thomson	Yes
Vice Mayor Roberto Alonso	Yes
Mayor Wayne Slaton	Yes

PASSED AND ADOPTED on second reading this 11th day of June, 2002.



Wayne Slaton, Mayor

ATTEST:



BEATRIS M. ARGUELLES, CMC
TOWN CLERK

APPROVED AS TO FORM:



TOWN ATTORNEY

Steve Barney
(954) 275-6386

3

SECTION 3
PROPOSAL

MISCELLANEOUS ROADWAY STRIPING

Proposal of United Rentals Highway Technologies Inc.
2711 SW 36TH ST. Ft. Lauderdale FL, 33312
(name)
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

"Miscellaneous Roadway Striping"

TO: Town of Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014
Attention: Town Clerk

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, Contract, Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to timely execute a contract with the Town in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal

BID FORM

The following Bid Form is presented to assist the Town in evaluating the Bid. After award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

<u>Base Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
700-1	Regulatory Signs, single post, up to 9 square feet	10	EA	170.00	\$1,700.00
700-2	Warning Signs, single post, up to 9 square feet	10	EA	170.00	\$1,700.00
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711-36-61	6" Solid Yellow Thermoplastic	45,000	LF	.52	\$23,400.00
A-1	Allowances	1	LS	\$10,000	\$10,000

TOTAL BASE BID AMOUNT

\$ 79,845.00

**TOTAL BASE BID AMOUNT
(IN WORDS)**

Seventy nine thousand eight hundred Forty Five dollars

Bid Item Footnotes:

1. A minimum of \$2,000 of work will be authorized with each mobilization. The work may be at different locations within the Town but the contractor will be authorized to proceed on the full amount of the work directive.
2. Mobilization, maintenance of traffic and other required elements as noted within this bid package are to be included in the unit prices above. **The contractor shall mobilize for the work detailed in the work directive within seven (7) calendar days of receipt of the directive.**

BID PROPOSAL

The following Bid Proposal is presented to assist the Town in evaluating the Bid. The Total Base Bid Amount will include all items described in the Section 4 of the Bid Documents (Detailed Specifications). Any additional proposals are not included in the Contract, but shall be performed at the request of the Town Manager. Payment shall be made on the basis of Work actually performed and completed.

TOTAL BASE BID AMOUNT

\$ 79,845.00

TOTAL BASE BID AMOUNT (IN WORDS)

Seventy nine thousand eight hundred Forty Five dollars & ⁰⁰/₁₀₀ cents

Taxpayer Identification Number: 04-3076608

BIDDER:

United Rentals Highway Technologies Inc.
(Company Name)

S. C. Beaney

(Signature of Authorized Representative)

Stephen C. Beaney (ESTIMATOR)

(Printed Name and Title)

SECTION 5
CONE OF SILENCE

- I. Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction. The "Cone of Silence" prohibits the following activities:
 - A. Any communication regarding this RFP, RFQ or Bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Town's professional staff, including, but not limited to, the Town Manager and his or her staff;
 - B. Any communication regarding this RFP, RFQ or Bid between the Mayor, Town Council members and any member of the Town's professional staff, including but not limited to, the Town Manager and his or her staff;
 - C. Any communication regarding this RFP, RFQ or Bid between potential vendor, service provider, bidder, lobbyist or consultant and any member of a selection committee;
 - D. Any communication regarding this RFP, RFQ or Bid between the Mayor, Town Council members and any member of the selection committee therefore;
 - E. Any communication regarding a particular RFP, RFQ or bid between any member of the Town's professional staff and any member of the selection committee; and
 - F. Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Mayor or Town Council.
- II. These prohibitions do not apply to communications with the Town Attorney and his or her staff.
- III. The "Cone of Silence" is imposed upon this RFP, RFQ or Bid after advertisement of said RFP, RFQ or Bid. The "Cone of Silence" shall terminate at the time that the Town Manager makes his or her recommendation to the Town Council, unless the Council refers the Manager's recommendation back to the Manager or staff for further review.
- IV. The "Cone of Silence" shall NOT apply to:
 - A. Oral communications at pre-bid conferences;
 - B. Oral presentations before publicly noticed selection committee meetings;
 - C. Contract negotiations during any duly noticed public meeting;
 - D. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
 - E. Emergency procurement of goods or services;
 - F. Communications regarding a particular RFP, RFQ or bid between any person and the Town's procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; or
 - G. Communications regarding a particular RFP, RFQ or bid between the Town's procurement

agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid and a member of the selection committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

- H. Communications in writing at any time with any Town employee, official or member of the Town Council unless specifically prohibited by the RFP, RFQ or Bid.
 - I. Communications between the Town Manager and the Chairperson of the selection committee about a particular selection committee recommendation, only after the selection committee has submitted an award recommendation to the Town Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Town Manager with the Town Clerk and be included in any recommendation memorandum submitted by the Town Manager to the Town Council.
- V. Any questions, explanations or other requests desired by a bidder regarding this RFP, RFQ or Bid must be requested in writing to the Town Clerk: Beatris M. Arguelles, Town Clerk, 6853 Main Street, Miami Lakes, Florida, 33014 or via facsimile at 305-558-8511 or e-mail at arguellesb@townofmiamilakes.com. Bidders must file copies of all written communications with the Town Clerk.
- VI. Please contact the Town Attorney with any questions concerning the "Cone of Silence" compliance.
- VII. Upon imposition of the Cone of Silence for a particular RFP, RFQ or Bid, the Town Manager shall:
- A. issue a written notice to affected Town departments;
 - B. file a copy of the Notice required by subsection (1) with the Town Clerk with a copy to the Mayor and Town Council; and
 - C. include in the public solicitation for goods and services a statement disclosing the requirements of the Cone of Silence as follows:

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the Request for Proposal, or Request for Qualifications.

SECTION 7
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

} Florida

COUNTY OF MIAMI-DADE

SS:
} Broward

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 Town of Miami Lakes, its elected officials, and United Rentals Hwy Inc or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [Signature]

Title: Branch Manager

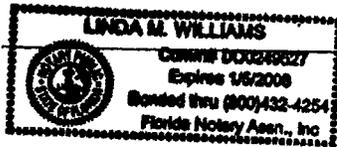
Sworn and subscribed before this

12 day of Feb, 2004

Linda M Williams
Notary Public, State of Florida

Linda M. Williams
(Printed Name)

My commission expires:



SECTION 8
NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Broward) SS:

Edward R. Berkheimer being first duly sworn, deposes and says that:

- a) He is the Branch Manager, (Owner, Partner, Officer, Representative or Agent) of United Rentals Heavy Tech, Inc the Bidder that has submitted the attached Proposal;
- b) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Witness

Witness

By: _____

Edward R Berkheimer
(Printed Name)

Branch Manager
(Title)

SECTION 8
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida

) SS:

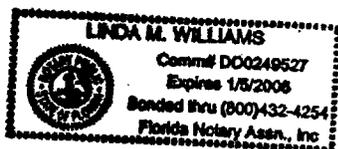
County of Broward

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Edward R Berkeimer executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 12 day of February 2004

My Commission Expires:

Linda M Williams
Notary Public State of Florida at Large



**SECTION 9
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Miami Lakes

by Edward R Berkheimer, Branch manager
[print individual's name and title]

for United Rentals Highway Technologies, Inc
[print name of entity submitting sworn statement]

whose business address is

2711 SW 36 Street
Fort Lauderdale, FL 33312

and (if applicable) its Federal Employer Identification Number (FEIN) is 04-3076608

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- 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 a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

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

STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Edward R. Berkheimer

Sworn to and subscribed before me this 12 day of July, 2004

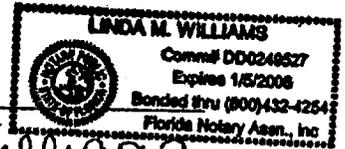
Personally known _____

OR produced identification _____ Notary Public - State of Florida

(type of identification)

My commission expires _____

Linda M. Williams



Linda M. Williams
(Printed, typed or stamped commissioned name notary public)

SECTION 10
SUPPLEMENT TO BID/TENDER FORM
THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail. The Largest Equipment Rental company
in North America, with divisions in Highway Tech, who
specialize in Traffic Markings, Traffic Signs, MOT
This particular branch/office has been ⁱⁿ business for 30 years.
2. The address of the principal place of business is:
United Rentals Highway Technologies Inc.
2711 SW 36th St.
Ft. Lauderdale FL, 33312
3. Company telephone number:
(954) 581-6221
581-6278
4. Number of employees:
Currently 44ea
5. Number of employees assigned to this project:
Approx 12ea
6. Company Identification numbers for the Internal Revenue Service:
VN: 040376608-004

7. Miami-Dade County and Town of Miami Lakes Occupational License Number, if applicable, and expiration date

Miami-Dade County CC # 197567-2
9/17/04

8. How many years has your organization been in business?

United Rental 6 years

Prior Company 20 years

9. What similar engagements is your company presently working on?

- 1) Metro-DADE, ANNUAL Corridor Contract #3
- 2) FDOT District (6), Thermo Various Locations E6B74
- 3) FDOT Turnpike, 2 Striping Contracts
- 4) FDOT Dist 4 SIGNING MAINTENANCE

10. Have you ever failed to complete any work awarded to you? If so, where and why?

N/A

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

11.1.	MIAMI DADE STEPHEN CLARK Pedro-Estopiñan	Suite 1610 111 NW First St. Miami FL, 33128	305 375-5177
	(name)	(address)	(phone #)
11.2.	FDOT DIST 6 Rudy Garcia	1000 NW 111th Ave Miami FL, 33172	305 499-2387
	(name)	(address)	(phone #)
11.3.	TURNPIKE Ademola Adelekan	Po Box 9828 Ft. Laud FL 33310	954 975-9813
	(name)	(address)	(phone #)

12. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% OF COMPLETION TO DATE</u>
Miami Dade 662537A	MIAMI Dade	672,000.00	\$196,500.00	30%
ELA74	Dist 6 FDOT	342,059.57	\$290,000	75%
Renewal 3rd year) E8D61 Turnpike.	Turnpike.	114,640.00	\$114,640.00	∅

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?
I Have Inspected Various Locations in Miami Lakes

14. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

N/A

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?

We own Three Thermo melter Trailers, one large Kettle melter Truck, one Longliner Thermo applicator Seven Thermo Handliners, 3 RPM Hand applicators Fifty Thermo Dies

16. What equipment will you purchase for the proposed work?

NONE NEEDED

We also have access to equipment from other branches for our use.

17. What equipment will you rent for the proposed work?

NONE

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

(Marc Claus) STRIPING OPERATIONS MANAGER, HAS SIX YEARS OF STRIPING MANAGEMENT
(Steve Beaney) HAS 16 YEARS EXPERIENCE.

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

(Corporation) see attached United Rentals Highway Technologies Inc
2711 SW 36TH ST. Ft. Lauderdale FL, 33312

19.1 The correct name of the Bidder is:

United Rentals Highway Technologies Inc.

19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

Corporation

- 19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Attached

- 19.4. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

ADVANCE BARRICADES & SIGNING INC.

- 19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

NONE

- 19.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

NONE

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE United Rentals Highway Technologies, Inc.
2711 SW 36 Street Ft. Lauderdale, FL 33312

as Principal, hereinafter called the Principal, and The Continental Insurance Company
580 California Street San Francisco, CA 94104

a corporation duly organized under the laws of the State of NJ
as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Miami Lakes
6853 Main Street Miami Lakes, FL 33014

as Obligee, hereinafter called the Obligee, in the sum of Five Thousand Dollars and 00/100
Dollars (\$ 5,000.00),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Miscellaneous Roadway Striping

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

Signed and sealed this 9th day of February, 2004

Amy Dyer
(Witness)

United Rentals Highway Technologies, Inc.

(Principal) (Seal)
By: Grace M. Crickette V.P., Risk Services
(Title)

The Continental Insurance Company

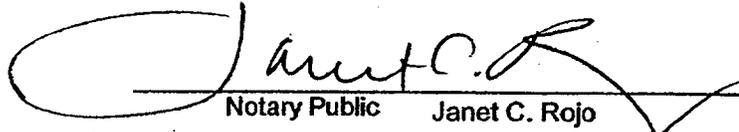
(Surety) (Seal)
By: Antoinette D. Mitchell
Attorney-in-Fact (Title)

STATE OF California
COUNTY OF San Francisco

I, Janet C. Rojo Notary Public of San Francisco County,
in the State of California, do hereby certify that Antoinette D. Mitchell
Attorney-in-Fact, of the The Continental Insurance Company
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
The Continental Insurance Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of San Francisco
in said County, this 9th day of February A.D., 2004


Notary Public Janet C. Rojo

My Commission expires: August 18, 2005



NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a New Hampshire corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation (herein called "the CIC Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint:

Terry J. Moughan, Jack M. Woodruff, Cynthia L. Lewis, Susan Hecker, Thomas J. Gallagher, Janet C. Rojo, Swan Lee, Susan Exline, Steven N. Passerine, Laura L. Plaisant, Tyler J. Kannon, Wellington So, Antoinette D. Mitchell, Jeffrey W. Parkhurst, Individually

of San Francisco, California
their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature
— In Unlimited Amounts —

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

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

In Witness Whereof, the CIC Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 11th day of March, 2002.



The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Michael Gengler

Michael Gengler

Group Vice President

State of Illinois, County of Cook, ss:

On this 11th day of March, 2002, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of The Continental Insurance Company, a New Hampshire corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires September 17, 2005

Diane Faulkner

Diane Faulkner

Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a New Hampshire corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 9th day of FEBRUARY 2004



The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Mary A. Ribikawskis

Mary A. Ribikawskis

Assistant Secretary



United Rentals, Inc.
Risk Services & Benefits
P.O. Box 4366
Modesto, CA 95352-4366
Tel: 209 342-6348
Fax: 209 342-6361

RISK SERVICES & BENEFITS FACSIMILE

FACSIMILE MESSAGE:

This facsimile message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure by law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, please notify United Rentals, Inc./Risk Services & Benefits immediately by collect telephone call to (209) 544-1486. We will provide you with postage and instructions for returning the original message via the U.S. Postal Service to United Rentals, Inc. P.O. Box 4366, Modesto, CA 95352-4366. Your cooperation is most appreciated.

PLEASE DELIVER THIS FACSIMILE TRANSMISSION TO:

RECIPIENT: Linda Williams

COMPANY/FIRM: _____

FACSIMILE NUMBER: 954-583-0476

FROM: Amy Dyer; Insurance Department

DATE: 2-13-04

PAGES (including cover): 4

MESSAGE: ~~Spoke~~ Town of Miami Lakes ... regarding 19.7 (claims), spoke to Liability Manager and she said she would only provide that information if its a big money project.

Original to follow: Yes _____ No X

1581 Cummins Drive, Suite 155

Modesto, CA 95358

209-342-6348 Direct Line

209-342-6361 Fax

United Rentals | The Right Equipment. Right Now!



Home

Our Company
Mission Statement
Business Conduct Code
About United Rentals
Senior Management
National Accounts

Rental Equipment
General Rentals
Aerial Work Platforms
Highway Technologies
Trench Safety
Industrial
Heavy Machinery
Homeowner

New Equipment

Contractor Supplies

Used Equipment

United Rentals



Rent or buy equipment online

Existing Customers



Store Locator

Investor Relations

Careers

Contact Us

See Our Online Catalogs



Browse our new on line catalogs. For reservations call 1-800-UR-RENTS (1-800-877-3687)

Our Company Senior Management

United Rentals offers customers an enormous range of equipment through more than 750 locations, supported by the best company infrastructure in the industry. This would be of little value, however, without the exceptional people who drive United Rentals at all levels of our operation. Click on the names below to view brief biographies of our senior management.

[Bradley S. Jacobs](#)

[Wayland R. Hicks](#)

[John N. Milne](#)

[Michael J. Kneeland](#)

[Kurtis T. Barker](#)

[Ronald A. Bianco](#)

[Robert G. Blackadar](#)

[George V. Cinquegrana](#)

[Alfred P. Colangelo](#)

[George D. Collier](#)

[Grace M. Crickette](#)

[Michael G. DeCata](#)

[Ernest P. Delle Donne](#)

[Matthew J. Flannery](#)

[Honey S. Harris](#)

[Joe J. Kondrup Jr.](#)

[Robert P. Krause](#)

[William F. Locklin](#)

[Michael D. MacDonald](#)

[Elliott S. Mayer](#)

[Steven E. Nadelman](#)

[Kenneth J. Perkins](#)

[Asterios Satrazemla](#)

[Daniel L. Sweeney](#)

[Charles K. Wassendorf](#)

[Matthew C. Womble](#)

Chairman

Vice Chairman and Chief Executive Officer

President and Chief Financial Officer

Executive Vice President - Operations

Vice President - Highway Technologies Region

Vice President - Credit

Vice President - Midwest Region

Vice President - Chief Information Officer

Vice President - Finance

Vice President - National Accounts

Vice President - Risk Services

Vice President - Fleet Operations

Vice President - Sales

Vice President - High Reach Region

Vice President - Gulf Region

Vice President - Acquisitions & Real Estate

Vice President - Rocky Mountain Region

Vice President - Northwest Region

Vice President - Northeast Region

Vice President - Treasury

Vice President - Southwest Region

Vice President - Southeast Region

Vice President - Business Development

Vice President - Environmental & Construction Management

Vice President - Investor Relations & Corporate Communications

Vice President - Legal Affairs

Pavement Marking Services

Some services shown may not be available at all branches.

Pavement Marking

- As a leader in the pavement marking industry, we provide unmatched quality and service.
- United Rentals Highway Technologies specializes in all types of durable pavement marking installations. We offer state-of-the-art equipment and highly skilled personnel to meet all your paint, thermoplastic, epoxy, and pre-formed plastic needs. A full line of reflective and non-reflective pavement markers are also available for installation.
- We specialize in surface preparation and line removal. New state-of-the-art, ultra high-pressure water technology solves

- environmental and safety-related problems associated with older methods such as sandblasting. This hydroblasting system allows for the removal of thermoplastic, epoxy, and even pre-formed plastic with little or no damage to the pavement surface. We offer grinding for small jobs. All grinders are equipped with depth control for minimal scarring.
- Our ATSSA certified Pavement Marking Technicians assure that all work will comply with current federal, state, city, and county standards.

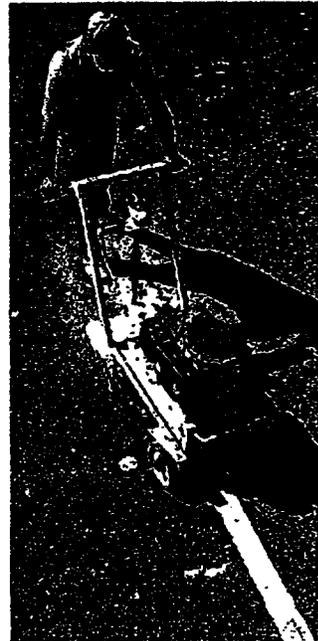
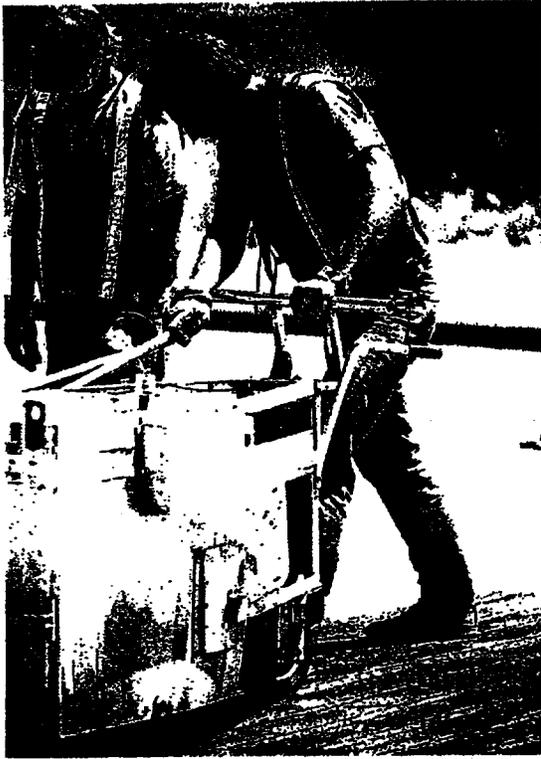
Whether your pavement marking need be epoxy, thermoplastic, pre-formed tape, or paint, we can provide the highest quality and service available.



If You Don't See It, Call Us. We Have What You Want! • Please Contact Your Local Branch For Current Prices

Pavement Marking Services

Some services shown may not be available at all branches.



Call 1-800-UR-RENTS (1-800-877-3687) for the Branch Nearest You or Visit Our Website at www.unitedrentals.com

 **United Rentals**
Highway Technologies

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 01/21/2004
PRODUCER AON RISK SERVICES, INC. C/O UNITED RENTALS, INC., RISK MANAGEMENT DEPT. P.O. BOX 4366 MODESTO, CA 95352-4366	Serial # A42883	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED UNITED RENTALS HIGHWAY TECHNOLOGIES, INC. UNITED RENTALS, INC. & SUBSIDIARIES FIVE GREENWICH OFFICE PARK GREENWICH, CT 06830		INSURERS AFFORDING COVERAGE INSURER A: OLD REPUBLIC INSURANCE COMPANY INSURER B: DEPT. OF HIGHWAY SAFETY & MOTOR VEHICLES INSURER C: FLORIDA DEPT. OF LABOR & EMPLOYMENT SECURITY INSURER D: INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	MWZRD 1048 EXCESS OF \$250,000 SIR	01/01/2004	01/01/2005	EACH OCCURRENCE	\$ 1,750,000
					FIRE DAMAGE (Any one fire)	\$ 1,750,000
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$ 1,750,000
					GENERAL AGGREGATE	\$ 6,000,000
					PRODUCTS - COMPOP AGG	\$ 6,000,000
					GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SELF INSURANCE #3600 & #3947	06/07/2003	06/06/2004	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
					AUTO ONLY - EA ACCIDENT	\$
	OTHER THAN AUTO ONLY: EA ACC	\$				
		AGG	\$			
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY SELF-INSURANCE PROGRAM	SELF INSURANCE # 002378096	09/01/1999	UNTIL CANCELLED	<input checked="" type="checkbox"/> WC STATUS TORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 RE: EVIDENCE OF UNITED RENTALS INSURANCE.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

UNITED RENTALS HIGHWAY TECHNOLOGIES, INC.
 UNITED RENTALS, INC. # HT 209
 2711 SW 36TH STREET
 FORT LAUDERDALE, FL 33312
 ATTN: LINDA WILLIAMS

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David L. Swanson

cpatterson

From: Ron E. Williams [rwilliams@palmettobay-fl.gov]
Sent: Wednesday, May 12, 2004 12:40 PM
To: cpatterson@palmettobay-fl.gov
Subject: FW: Roadway stripng- Miami Lakes contract

CP,

We will use this to proceed with contract award. I will have to work w/you on budget and quantities.

Ron E. Williams
 Director, Department of Public Works
 Village of Palmetto Bay, Florida 33157
 305-259-1234 (Village Hall)
rwilliams@palmettobay-fl.gov

-----Original Message-----

From: Ed Berkheimer [mailto:eberkhei@ur.com]
Sent: Wednesday, May 12, 2004 12:56 PM
To: 'Ron E. Williams'
Subject: RE: Roadway stripng- Miami Lakes contract

Mr.. Williams, as per our conversation United Rentals is willing to extend to the Village of Palmetto Bay the same pricing, terms, and conditions as with our agreement with Miami Lakes. All work and conditions need to be similar in nature. We look forward to doing business with you.

Sincerely,
 Edward R Berkheimer
 Branch Manager

-----Original Message-----

From: Ron E. Williams [mailto:rwilliams@palmettobay-fl.gov]
Sent: Wednesday, May 12, 2004 11:29 AM
To: eberkhei@ur.com
Cc: cpatterson@palmettobay-fl.gov
Subject: Roawway stripng- Miami Lakes contract

Mr. Berkheimer,

Thank you for speaking to me today regarding your contract for Miscellaneous Roadway Striping with the Town of Miami Lakes. As stated, we are looking to contract and for similar services and would like to work with you under the same contract specifications as you presently have with Miami Lakes. Please confirm that you would be willing to extend this contract for similar work with the same pricing, terms and conditions as stated in the Agreement with the Town of Miami Lakes. I will then provide our Village Council with estimated quantities and projected budget for contract approval. Again, thank you and I look forward to working with you.

Ron E. Williams
 Director, Department of Public Works
 Village of Palmetto Bay, Florida 33157
 305-259-1234 (Village Hall)
rwilliams@palmettobay-fl.gov

5/18/2004

TOWN OF MIAMI LAKES
MISCELLANEOUS ROADWAY STRIPING
BID OPENING 3:00 P.M. TUESDAY, FEBRUARY 17, 2004

Town Clerk Beatris M. Arguelles began the bid opening on Tuesday, February 10, 2004 at 3:04 p.m. The following staff members were also present to witness the opening: Rafael Casals, Assistant Manager; Alfredo Acin, Finance Director; and Town Planner Armando Valdes. The bids were opened and the base bid amount was announced as follows:

COMPANY NAME	ADDRESS	CONTACT NAME	PHONE	FAX	BID AMOUNT
1 APAC Group, Inc.	5190 NW 167th Street	Faustin Dennis	(305) 624-1641	(305) 624-1651	132,350
2 Transmark, Inc.	41 SE 9th Street, #201, Deerfield Beach, FL 33441	Liz Yount			100,090
3 United Rentals	2711 SW 36th Street, Ft. Lauderdale, FL 33312	Kim Sittser	(954) 581-6221	(954) 583-0476	79,845
4 High Tech Striping, Inc.	940 NW 144th Street, Miami FL 33168	David Chillon	(786) 256-0940	(305) 681-0053	93,700

The Town Clerk closed the bid opening at 3:09 p.m. All present were allowed to review the documents submitted. Russell Barnes, Town Engineer will conduct a review of the proposals and will submit a recommendation to the Town Manager. The Town Manager will then make a recommendation to the Town Council.

Submitted by:

Beatris M. Arguelles, CMC
Town Clerk