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RESOLUTION NO. 2010-66

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TRAFFIC CALMING IMPROVEMENTS IN AN AREA EAST OF SW 77TH AVENUE TO THE SOUTH OF SW 136TH STREET ON SW 140TH STREET, SW 140TH DRIVE, AND NORTH OF SW 74TH COURT; APPROVING THE SELECTION OF MAGGOLC, INC. TO PROVIDE CONSTRUCTION SERVICES FOR MULTIPLE PERMANENT ASPHALTIC TRAFFIC TABLES AND ROADWAY REALIGNMENT; AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT UP TO \$45,048.55; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village administration contracted with TSM Engineering Inc., to finalize traffic calming design plans developed by Marlin Engineering Inc., for traffic calming improvements in an area east of SW 77TH Ave to the south of SW 136th St on SW 140th St, SW 140th Dr, and north of SW 74TH Court; and,

WHEREAS, TSM Engineering finalized the design plans and Miami-Dade County approved, signed, and sealed design plans for the installation of multiple permanent traffic tables and realignment of an intersection in this area on August 10, 2010; and,

WHEREAS, a competitive bid process was followed for procuring construction services for permanent traffic calming devices with the issuance of Invitation to Bid No. 2010-PW-101 on August 16, 2010; and,

WHEREAS, eight sealed bids received by the Village Clerk on or before September 3, 2010 at no later than 2:00 p.m. were publicly opened and read aloud; and,

WHEREAS, after completing a thorough analysis of the responses, the Department recommends the selection of Maggolc, Inc. the lowest, most inclusive and responsible bidder; and,

WHEREAS, The Administration is requesting authorization from the Village Council to enter into an agreement with Maggolc, Inc. to provide construction services for the installation of permanent traffic calming devices in the area east of SW 77TH Ave to the south of SW 136th St on SW 140th St, SW 140th Dr, and north of SW 74thCt; and,

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

Section 1: The Village Manager is authorized to enter into an agreement with Maggolc, Inc. regarding the installation of permanent traffic calming devices; in an amount not to exceed \$45,048.55.

1
2 **Section 2:** This resolution shall take effect immediately upon approval.
3

4
5 **PASSED** and **ADOPTED** this 13TH day of September, 2010.
6

7
8
9
10 ATTEST:

11 
12 Meighan Alexander
13 Village Clerk

14 
15 Eugene P. Flinn Jr.
16 Mayor

17
18
19 **READ AND APPROVED AS TO FORM:**
20

21 
22 Eve Boutsis
23 Village Attorney
24

25 **FINAL VOTE AT ADOPTION:**
26

27
28 FINAL VOTE AT ADOPTION:
29

30 Mayor Eugene P. Flinn, Jr. YES

31
32 Vice Mayor Brian W. Pariser YES

33
34 Council Member Ed Feller YES

35
36 Council Member Howard J. Tendrich YES

37
38 Council Member Shelley Stanczyk YES
39

Village of Palmetto Bay, Florida
Traffic Calming Improvements for
SW 77th Avenue to SW 136th Street on SW 140th Street,
SW 140th Drive, and North of SW 74th Court
Bid No. 2010-PW-101

NOTICE OF INTENT TO AWARD

TO: _____
Contractor

Address

ATT: _____
Name and Title

Project: Traffic Calming Improvements for SW 77th Avenue to SW 136th Street on SW 140th Street, SW 140th Drive, and North of SW 74th Court

Gentlemen:

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

_____ Dollars (\$ _____) submitted to the Village of Palmetto Bay

(Owner) on

_____ (Date).

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

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from _____(Date).

Sincerely yours,

By: _____
Corrice Patterson, Public Works Director

Village of Palmetto Bay, Florida
Traffic Calming Improvements for
SW 77th Avenue to SW 136th Street on SW 140th Street,
SW 140th Drive, and North of SW 74th Court
Bid No. 2010-PW-101

AGREEMENT ("CONTRACT")

BETWEEN OWNER AND CONTRACTOR

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

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

Traffic Calming for the Village (Contract No.2010-PW-101) at SW 77th Avenue to SW 136th Street on SW 140th Street, SW 140th Drive, and North of SW 74th Court as shown on the construction drawings. The project shall include but not limited to, roadway realignment conversion, installation of speed tables, sodding, milling, paving, pavement markings, and signage, as described by these Drawings. Construction of this Project will require close coordination with the Village of Palmetto Bay and the Field Engineer.

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, transportation, and perform all of the work shown on the Drawings and described in the Project Manual entitled:

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

**Traffic Calming Improvements for
SW 77th Avenue to SW 136th Street on SW 140th Street,
SW 140th Drive, and North of SW 74th Court**

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

ENGINEER

TSM International, Inc.
454 SW 48TH ST
Miami, FL 33155
305)970-1642

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

Article 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed within 30 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.21 of the General Conditions, and completed and ready for final payment in accordance with paragraph 2.21 of the General Conditions within 45 calendar days after the date when the Contract Time commences to run.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 3.1 above. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for Final Completion. Liquidated damages shall be deducted from the CONTRACTOR's Final Application for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

Article 4. CONTRACT PRICE.

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

Contract Price \$ _____

Contract Price (in words) _____

Article 5. PAYMENT PROCEDURES.

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

- 5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 2.8 of the Special Conditions and the requirements of the Contract Documents.
 - 5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 2.8 of the Special Conditions.
- 5.2. Final Payment. Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 2.8 of the Special Conditions.

Article 6. INTEREST. Not Applicable

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing

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

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

Article 8. CONTRACT DOCUMENTS.

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

- 8.1. This Contract (pages C-1 to C-7, inclusive)
- 8.2. Exhibits to this Contract
- 8.3. Bid Forms and Bid Bonds (Performance and Payment)
- 8.4. Notice of Intent to Award
- 8.5. Notice to Proceed
- 8.6. General Conditions (pages GC-1-GC-14, inclusive)
- 8.7. Special Conditions (pages SC-1-SC-14, inclusive)
- 8.8. Scope of Work (Pages SW-1-SW-2, inclusive)
- 8.9. Specifications and Special Provisions (pages SP-1-SP-8, inclusive)
- 8.10. Drawings bearing the following general title: (Appendix B)
Traffic Calming Improvements for SW 77th Avenue to SW 136th Street on
SW 140th Street, SW 140th Drive, and North of SW 74th Court (the "Project")
- 8.11. Addenda
- 8.12. CONTRACTOR'S BID
- 8.13. Documentation submitted by CONTRACTOR prior to Notice of Intent to Award
- 8.14. Any Modifications, including Change Orders, duly delivered after execution of the Contract.
- 8.15. Advertisement for Bid.

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

Article 9. MISCELLANEOUS

- 9.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract

Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. This Contract may be executed in counterparts.
- 9.5. Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.
- 9.6. The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.
- 9.7. OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

Village of Palmetto Bay, Florida
Traffic Calming Improvements for
SW 77th Avenue to SW 136th Street on SW 140th Street,
SW 140th Drive, and North of SW 74th Court
Bid No. 2010-PW-101

IN WITNESS WHEREOF, the parties hereto have signed 3 copies of this Contract. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on OWNER'S behalf.

OWNER
Village of Palmetto Bay

CONTRACTOR

ADDRESS
8950 SW 152nd Street
Palmetto Bay, FL 33157

ADDRESS

BY _____

BY _____

Print Name

Print Name

Title

Title

WITNESS _____

WITNESS _____

(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION



INVITATION TO BID #: 2010-PW-101
TRAFFIC CALMING IMPROVEMENTS

Bidder	Price
<u>Metro Express Inc.</u>	<u>\$ 60,489.00</u>
<u>Magna Construction Inc.</u>	<u>\$ 59,971.61</u>
<u>Marks Brothers Inc.</u>	<u>\$ 63,733.29</u>
<u>Maggole Inc.</u>	<u>\$ 45,048.55</u>
<u>Miguel Lopez Inc.</u>	<u>\$ 52,158.00</u>
<u>Florida Engineering & Develop Corp.</u>	<u>\$ 63,139.25</u>
<u>Horizon Contractors Inc.</u>	<u>\$ 99,844.70</u>
<u>Williams Paving Co Inc.</u>	<u>\$ 55,990.00</u>

Opening conducted and verified by:

Meighan J. Alexander
Meighan J. Alexander
Village Clerk

Witnesses:

Oliver J. Gomez
Signature

Oliver J. Gomez
Print Name

Danny Casals
Signature

Danny Casals
Print Name

09-03-10 P02:01 IN

Village of Palmetto Bay, Florida
 Traffic Calming Improvements for
 SW 77th Avenue to SW 136th Street on SW 140th Street,
 SW 140th Drive, and North of SW 74th Court
 Bid No. 2010-PW-101

**Bid Form
 Page 1 of 5**

<p><u>Deliver Bid to:</u> Village Clerk - Meighan Alexander, Village of Palmetto Bay 8950 SW 152nd Street Palmetto Bay, FL 33157</p>	<p>Bid #-2010-PW-101 Traffic Calming Improvements for SW 77th Avenue to SW 136th Street on SW 140th Street, SW 140th Drive, and North of SW 74th Court</p>
<p>To be opened and publicly read, September 3rd, 2010, at 2:00 P.M.</p>	
<p>Bidder Name: <i>MAGGOLC INC</i></p>	<p>Phone Number: <i>786 291 2949</i></p>
<p>Mailing Address: <i>11020 SW 55 St</i> <i>Miami</i></p>	<p>Fax Number: <i>786-472 8831</i></p>
<p>City, State, & Zip Code: <i>Miami, FL 33165</i></p>	<p>Toll Free Number:</p>
<p>Bid Contact Person: (Please print clearly) <i>Mario Gonzalez</i></p>	<p>F.E.I.D. Number: <i>20-3345775</i></p>
<p>Bid Bond Enclosed in the amount of: (When Required) <i>N/A</i></p>	<p>Email Address: <i>maggolc@yahoo.com</i></p>

Bid Form I
Page 4 of 5

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

REQUIRED	ENCLOSED	REQUIREMENT	REFERENCE SECTION
✓		Pre-Bid Conference or Site Inspection	Section 2.5
✓		Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services	Section 2.39
✓		Bid Bond or Bid Deposit	Section 2.27
✓		Bidder Qualifications	Section 2.11
✓		Copies of Bid and other Forms	Section 2.39
✓		Insurance	Section 2.22
✓		Licenses	Section 1.25
✓		References	Section 2.9
N/A		Samples	Section 1.12
✓		Guarantee/ Warranty Information	Section 2.30

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

The undersigned Bidder hereby proposes and agrees that:

1. If this Bid is accepted, to enter into an agreement with the Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Bid Form I
Page 5 of 5

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and all subsequent documents, Contracts, or Agreements, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of the Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within fifteen (15) calendar days after the date of the Village's Notice of Intent to Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
- (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)
- | | |
|-----------------------|------------------------|
| Addendum No. <u>1</u> | Dated: <u>08/24/10</u> |
| Addendum No. <u>2</u> | Dated: <u>08/26/10</u> |
| Addendum No. _____ | Dated: _____ |
| Addendum No. _____ | Dated: _____ |
- (b) Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

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

SUBMITTED THIS 2 DAY OF September 2010.

BID SUBMITTED BY:

Signature and Date

Name

[Signature] 9/2/10

Marid Gonzalez

Title

Company

President
Maggolo Inc.

Village of Palmetto Bay, Florida
Traffic Calming Improvements for
SW 77th Avenue to SW 136th Street on SW 140th Street,
SW 140th Drive, and North of SW 74th Court
Bid No. 2010-PW-101

**BID SECURITY FORM (BID # 2010-PW-101)
TRAFFIC CALMING PROJECT**

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of N/A - Less than \$50,000. Dollars (\$), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the Palmetto Bay Traffic Calming Project (Bid # 2010-PW-101).

Company: MAGGOLC INC.
Name: Mario Gonzalez
Signature: [Signature]
Title/Position: President

TO THE VILLAGE OF PALMETTO BAY:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as obligee, hereinafter called Village, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

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

Federal Tax I.D.# _____ Contractor License I.D.#: _____

Principal _____ Surety _____

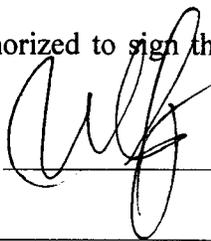
Drug-Free Workplace Certification

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature:



Print Name:

Mario Courales / President.

Village of Palmetto Bay, Florida
Traffic Calming Improvements for
SW 77th Avenue to SW 136th Street on SW 140th Street,
SW 140th Drive, and North of SW 74th Court
Bid No. 2010-PW-101

Evaluation and Contractor selection.

1. Governmental References:

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

Name of Agency: Miami-Dade County / Public Works Department.
Address: 111 NW 1 st. 14 Floor Miami, FL 33128
Telephone No.: 305-299 9822
Contact Person: Joaguid Rabassa.
Type of Project: Drainage Improvement / Improve Intersections

Name of Agency: Miami-Dade County / Park & Recreation Dep.
Address: 11395 SW 79 st, Miami, FL 33173
Telephone No.: 305-596 4460
Contact Person: Dan Crawford
Type of Project: Concrete and Asphalt Walkway inside the Parks.

Name of Agency: Florida Department of Transportation Dist. 6
Address: 14655 SW 122 Ave Miami, FL 33186
Telephone No.: 305-256 6330
Contact Person: Janice Corn
Type of Project: County-wide Asphalt Repair Project.

Name of Agency: City of Coral Gables / Public Works Dep
Address: 2800 SW 72 Ave Miami, FL 33155
Telephone No.: 305-460 5004
Contact Person: Esther Zabala
Type of Project: Roundabouts (Traffic Circles).

Name of Agency: Village of Key Biscayne / Public Works
Address: 88 West McIntyre Street, suite 220
Telephone No.: 305-365 8945
Contact Person: Armando Nuñez
Type of Project: Harbor Dr.-Milling & Resurfacing and Lighting.

Name of Agency: City of Miami / Public Works
Address: 444 SW 2nd Ave, 8 Floor, Miami, FL 33130
Telephone No.: 305-416 1755
Contact Person: Fabiola Dubuisson.
Type of Project: Sidewalks Repair.

Village of Palmetto Bay, Florida
Traffic Calming Improvements for
SW 77th Avenue to SW 136th Street on SW 140th Street,
SW 140th Drive, and North of SW 74th Court
Bid No. 2010-PW-101

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

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

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

for: MAGGOLC INC.
(print name of entity submitting sworn statement)

whose business address is: 11020 SW 55 St Miami, FL 33165
and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-3345775
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

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

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature [Handwritten Signature]

Sworn to and subscribed before me this 3 day of September 20 10.

Personally known _____

OR
Produced identification Driver License Notary Public - State of Florida

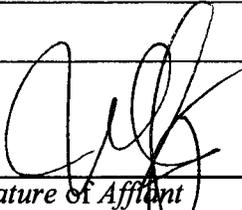
G-524-548-62-293-0 My commission expires: July 1, 2012
Type of Identification



Village of Palmetto Bay, Florida
Traffic Calming Improvements for
SW 77th Avenue to SW 136th Street on SW 140th Street,
SW 140th Drive, and North of SW 74th Court
Bid No. 2010-PW-101

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

N/A



Signature of Affiant

Mario Gonzalez
Print Name

9/3/10
Date

Sworn to and subscribed before me this 3 day of September, 2010.

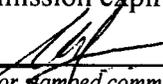
Personally known _____

OR
Produced identification Driver licence

G-524-548-62-293-0
Type of identification

Notary Public - State of Florida

My commission expires: July 1, 2012


Printed, typed or stamped commissioned name of notary public



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

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

1. This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA
by: Mario Gonzalez - President
(print individual's name and title)
for: MAGGOLC INC.
(print name of entity submitting sworn statement)
whose business address is: 11020 SW 55 ST Miami, FL 33165
and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-3345775
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____ - _____ - _____ .)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

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

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

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

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature

Sworn to and subscribed before me this 3 day September, 2010

Personally known _____

OR

Produced identification Driver License Notary Public - State of Florida

6-524-548-62-293-0 My commission expires: July 1, 2012
Type of identification

Printed, typed or stamped commissioned name of notary public





CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E251302

MAGGOLC INC

D.B.A.:

Mario Gonzalez
GONZALEZ MARIO

Is certified under the provisions of Chapter 10 of Miami-Dade County
VALID FOR CONTRACTING UNTIL 09/30/2011

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

2009 LOCAL BUSINESS TAX RECEIPT 2010
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2010
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

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

THIS IS NOT A BILL - DO NOT PAY

568406-4
BUSINESS NAME / LOCATION
MAGGOLC INC
11020 SW 55 ST
33165 UNIN DADE COUNTY

RENEWAL
RECEIPT NO. 592848-7
CC # E251302

OWNER
MAGGOLC INC
Sec. Type of Business
196 SPECIALTY ENGINEERING CONTRACT

WORKER/S
1

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

DO NOT FORWARD

MAGGOLC INC
MARIO GONZALEZ PRES
11020 SW 55 ST
MIAMI FL 33165

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

08/17/2009
09010036001
000075.00



SEE OTHER SIDE



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

GONZALEZ, MARIO H
MAGGOLC INC
11020 S.W. 55TH STREET
MIAMI FL 33165

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

STATE OF FLORIDA AC# 4408867
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
REG UNDERGROUND UTIL & EXCAV CTR
GONZALEZ, MARIO H
MAGGOLC INC
(HAS REGISTERED under the provisions of Ch. 489
Expiration Date: AUG 31, 2011 L09051900550)

DETACH HERE

AC# 4408867 STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
DATE: 05/19/2009 BATCH NUMBER: 088220200 LICENSE NBR: RUI1066595
The UNDERGROUND UTILITY & EXCAVATION CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2011
(GONZALEZ, MARIO H
MAGGOLC INC
11020 S.W. 55TH STREET
MIAMI FL 33165)
CHARLIE CRIST GOVERNOR CHARLES W. DRAGO SECRETARY
DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

MAGGOLC INC
11020 S.W. 55TH STREET
MIAMI FL 33165

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

STATE OF FLORIDA AC# 4408941
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
OB64162 05/19/09 087063720
QUALIFIED BUSINESS ORGANIZATION
MAGGOLC INC
(NOT A LICENSE TO PERFORM WORK.
ALLOWS COMPANY TO DO BUSINESS IF
IT HAS A LICENSED QUALIFIER.)
IS QUALIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2011 109051900624

DETACH HERE

AC# 4408941

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09051900624

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 05/19/2009, 087063720, OB64162

The BUSINESS ORGANIZATION Named below IS QUALIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2011 (THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

MAGGOLC INC
11020 S.W. 55TH STREET
MIAMI FL 33165

CHARLIE CRIST GOVERNOR

CHARLES W. DRAGO SECRETARY

DISPLAY AS REQUIRED BY LAW



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2010

PRODUCER (305) 595-3323 FAX: (305) 595-7135
Eastern Insurance Group, Inc.
9570 SW 107 Avenue
Suite 104
Miami FL 33176

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
Maggolc, Inc.
11020 SW 55 Street
Miami FL 33165

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mid-Continent Casualty	
INSURER B: Praetorian Insurance Company	
INSURER C: CastlePoint Florida Insurance	
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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	04-GL-000779227	9/22/2009	9/22/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PICFL0001277	7/17/2010	7/17/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	04-XS-165053	9/22/2009	9/22/2010	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	WF9760021100	11/2/2009	11/2/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
sidewalks, curbing contractor
Contract: CICC-7040
Contract: CICC-7360
Certificate holder is listed as an additional insured with respect to general liability.

CERTIFICATE HOLDER	CANCELLATION
(305) 375-1477 Miami Dade County General Services Administration Risk Management Division Property & Casualty Unit 111 NW First Street, #2340 Miami, FL 33128-1987	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 Lopez/AMANDA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2010

PRODUCER (305) 595-3323 FAX: (305) 595-7135
 Eastern Insurance Group, Inc.
 9570 SW 107 Avenue
 Suite 104
 Miami FL 33176

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
 Maggolo, Inc.
 11020 SW 55 Street
 Miami FL 33165

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mid-Continent Casualty	
INSURER B: Praetorian Insurance Company	
INSURER C: CastlePoint Florida Insurance	
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 (ADD'L LTR)	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	04-GL-000779227	9/22/2009	9/22/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/POP AGG \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	PICFL0001277	7/17/2010	7/17/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY	04-XS-165053	9/22/2009	9/22/2010	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		RETENTION \$				\$
						\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WF9760021100	11/2/2009	11/2/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				EL EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

sidewalks, curbing contractor
 Contract: CICC-7040
 Contract: CICC-7360
 Certificate holder is listed as an additional insured with respect to general liability.

CERTIFICATE HOLDER

(305) 375-1477

Miami Dade County
 General Services Administration
 Risk Management Division
 Property & Casualty Unit
 111 NW First Street, #2340
 Miami, FL 33128-1987

CANCELLATION

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 Lopez/AMANDA

ACORD 25 (2009/01)
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ENGINEERING CONTRACTOR – LIC: E-251302
11020 SW 55 ST., MIAMI, FL 33165
PHONE: 786-291-2949 FAX: 786-472-8831
maggolic@yahoo.com

Miami, September 02, 2010

GUARANTEE/ WARRANTY INFORMATION

Maggolic Inc. warrants and guarantees to Village of Palmetto Bay that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Maggolic Inc. warranty and guarantee.

Maggolic Inc. shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Village of Palmetto Bay.

**Mario Gonzalez
Maggolic Inc/ President**



ENGINEERING CONTRACTOR – LIC: E-251302

11020 SW 55 ST., MIAMI, FL 33165

PHONE: 786-291-2949 FAX: 786-472-8831

maggolc@yahoo.com

MAGGOLC REFERENCE LISTING

- 1) **Company Name:** Miami Dade County Public Works Department.
Address: 111 NW 1st ST 14 Floor, Miami, FL 33128
Contact Person: Pedro Estopinan **Telephone #** 305 934 6294

- 2) **Company Name:** Miami Dade Park & Recreation Department.
Address: 11395 SW 79 ST, Miami, FL 33173
Contact Person: Dan Crawford **Telephone #** 305 596 4460

- 3) **Company Name:** Office of Community & Economic Development M-D County
Address: 701 NW 1st CT 14 Floor Miami, FL 33136
Contact Person: Mario Berrios **Telephone #** 786 469 2112

- 4) **Company Name:** Florida Department of Transportation
Address: 14655 SW 122 Ave Miami, FL 33186
Contact Person: Janice Corn **Telephone #** 305 986 1581

- 5) **Company Name:** City of Miami Gardens
Address: 1515 NW 167 ST Bldg 5 Suite 200 Miami Gardens FL, 33169
Contact Person: Willian Garviso **Telephone #** 305 662 8031

MAGGOLC INC.

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

RESUME:

MARIO GONZALEZ
President of Maggolc Inc.

Gonzalez is a Roadway Construction and Civil Engineer with over 20 years of progressive experience in the fields of highway and railway design, construction, maintenance, and operations.

EDUCATION:

Instituto Superior Politécnico (Higher Polytechnic Institute) “Julio Antonio Mella”, Santiago de Cuba, Cuba.

Degree: **INGENIERO VIAL (Roadway Construction Engineer)**, July 1988. This is equivalent to a Bachelor of Science in Civil Engineering (BSCE) from a regionally accredited institution of higher education in the United States.

Universidad Central de Venezuela, Caracas, Venezuela.

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

CERTIFICATIONS:

- TROXLER Electronics Lab - Nuclear Gauge Safety Training, (2001 & 2004)
- FDOT – MUTCD/Maintenance of Traffic, Intermediate Level (2008)
- ASPHALT PAVING TECHNICIAN – Level 1 (2004)
- EARTHWORK CONSTRUCTION INSPECTION – Level 1 (2005)
- ACI, Concrete Field Testing Technician- Grade 1. (2005)
- FDOT Concrete Field Inspector Specifications. (2005)

LICENSES (General Engineering Contractor, Miami-Dade County Public Works):

- Plant Construction. (2005)
- Paving Engineering. (2005)
- Excavation and Grading. (2005)
- Structural. (2005)
- Registered State of Florida Underground Utilities Contractor.

WORK EXPERIENCE:

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

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

Work Executed:

- Crandon Park ADA Parking Space Striping and Signs.** (M-D County Park & Recreation) 2010.
- District II, Sidewalks Repair.** (City of Miami). 2010
- Harbor Drive Lighting and Resurfacing Improv.** (Village of Key Biscayne) 2010
- Blue Road Roundabouts and Drainage.** (City of Coral Gables) 2010

- Drainage Retention Improvements of State Rd. 907 (Alton Rd.) at Allison Drive.** (FDOT, District 6) 2009
- Country Club of Miami Park Concrete and Asphalt Walkway** (Miami-Dade County, Park & Recreation Dep.) 2009.
- Brendwood Park Asphalt Walkway.** (City of Miami Gardens) 2009.
- West Little River Improve Driveways.** (Miami-Dade County Office of Community and Economic Development) 2008.
- West Perrine Park Concrete Slabs and Poured Safety Surface.** (M-D C Park and Recreation) 2008
- **Asphalt Pavement Repair.** Florida Department of Transportation (District 6). 2008-2009, 2009-2010 and 2010-2011.
- Improve Intersections Countywide Project.** (Sidewalk, Handicap Ramps, Curb & Gutters, Pavers, New Pavement, Drainage, Sodding (M-D County Public Work Dep.) 2008
- Seal Coat and Restriping of Station 13 and Logistics Parking Area.** (MD County Fire Rescue Department) 2008
- Dolphin Archaeological Site Sidewalk Construction.** (M-D County Park and Recreation) 2008.
- Olympic Park Sidewalks Construction.** (M-D County Park and Recreation) 2008
- Norman & Jean Reach Park Foul Ball Netting.** (M-D County Park and Recreation) 2008
- Drainage Improvement Project for NW 22 Court from NW 107 ST to NW 112 ST.** (M-D County Public Work Dep.). 2007 , etc

Others Places where Gonzalez was working:

SRS ENGINEERING, INC., Miami, Florida, USA. (August 2006 to July 2007).
Construction Field Inspector of Drainage and Roadway Restoration. (Public Work Department, Miami-Dade County Projects).

- Allaphatta Phase I.
- Hardwood Village Phase II.

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

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

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

MARLIN ENGINEERING INC., Miami, Florida, USA. (October 2000 –May 2005).
February 2004 to May 2005.

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

Activities Included:

Verify of storm drainage structures in accordance with the approved shop drawings, installation of drainage and pollution control structures, drainage pipe inverts, joints,

- seals, French Drain Systems, solid pipe placement and bedding material. Check the Contractor's compliance with all Maintenance of Traffic.

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

Requirements:

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

March 2001 to February 2004: Project Engineer

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

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

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



August 24, 2010

To: All Interested Parties

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

Re: Bid Solicitation 2010-PW-101
Traffic Calming Improvements

ADDENDUM NO. 1

The following pages of the Bidding Requirements, Contract Forms and Conditions for Traffic Calming for SW 77th Avenue to SW 136th Street on SW 140th Street, SW 140th Drive, and North of SW 74th Court must be replaced with the attached pages:

Page BF-4 of the Bid Form Section

Page SC-12 of the Sec. 2 Supplementary Conditions

Page SP-1, SP-2, SP-7 and SP-8 of the Sec. 4 Specifications and Special Provision

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

Thank you for your participation in our bidding process.

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

Bid Form I
Page 4 of 5

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

REQUIRED	ENCLOSED	REQUIREMENT	REFERENCE SECTION
✓		Pre-Bid Conference or Site Inspection	Section 2.5
✓		Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services	Section 2.38
✓		Bid Bond or Bid Deposit	Section 2.27
✓		Bidder Qualifications	Section 2.11
✓		Copies of Bid and other Forms	Section 2.38
✓		Insurance	Section 2.22
✓		Licenses	Section 1.25
✓		References	Section 2.9
N/A		Samples	Section 1.12
✓		Guarantee/ Warranty Information	Section 2.30

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

The undersigned Bidder hereby proposes and agrees that:

1. If this Bid is accepted, to enter into an agreement with the Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2.37 WAIVER OF JURY TRIAL:

The Village and the Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

2.38 BID SUBMITTAL:

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

2.39 EQUAL PRODUCT:

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

2.40 TERMINATION FOR DEFAULT:

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

2.41 TERMINATION FOR CONVENIENCE:

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

2.42 ASSIGNMENT:

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

SECTION 4.0 SPECIFICATIONS AND SPECIAL PROVISIONS

SPECIAL PROVISIONS FOR TRAFFIC CALMING IMPROVEMENTS FOR SW 77TH AVENUE TO SW 136TH STREET ON SW 140TH STREET, SW 140TH DRIVE, AND NORTH OF SW 74TH COURT

1. GENERAL

The applicable portions of the 2010 Edition of the FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and its supplements with changes pertaining thereto, as amended by the General Specifications and the following Special Provisions; all are hereby made a part of this Contract. All testing, as required, shall be the responsibility of the Contractor, who shall submit test results to the City Inspector for his approval. Further, the applicable portions of the SOUTH FLORIDA BUILDING CODE and the PUBLIC WORKS MANUAL OF MIAMI-DADE COUNTY, shall apply to this project.

Unless otherwise noted, all references in the Special Provisions refer to the Florida Department of TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2. LOCATION OF WORK

The area where the work is to be performed is located in the area of SW 77TH AV to SW 136TH ST on SW 140TH ST, SW 140TH DR, and north of SW 74TH CT. The exact location and limits of construction are shown in the plans accompanying these contract documents.

3. SCOPE OF WORK

The work proposed under this contract consists of furnishing all supervision, labor, materials, equipment, tools and any incidentals necessary to perform all operations to consist of the roadway intersection realignment, installation of speed tables, sodding, pavement markings, and signage.

4. PLANS

Plans accompanying these contract documents are entitled **SPEED TABLE INSTALLATION AT SW 75TH AV, SW 74 CT AND SW 140TH ST BETWEEN SW 77TH AV TO SW 136 ST AND INTERSECTION REALIGNMENT AT S.W. 139th TERR. & SW 140TH DR.**

5. PERMITS AND LICENSES

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

6. LIMITATIONS OF OPERATIONS

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

7. FIELD OFFICE

Field office will not be needed.

8. SITE INVESTIGATION

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

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

9. PERFORMANCE OF WORK

SECTION 2.17 - CONTRACTOR'S RESPONSIBILITIES: This section is expanded to include the following:

The Contractor will furnish a qualified superintendent who will be present at all times during the course of the work, and shall be authorized to act for the Contractor. The Contractor shall keep on the job sufficient plant and equipment to meet the requirements of the work. The plan shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the Plans and Specifications. The plan and all operations shall be subject to inspection by the City Inspector at all times. The Contractor shall submit for approval by the City Inspector a description of the type of materials and equipment to be used; and the method or procedure to be used in the performance of the work.

18. MAINTENANCE OF TRAFFIC DEVICES

Barriers (including warning lights), construction signs, flashing arrow boards, and high intensity flashing lights shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6 1-1978), Florida Department of Transportation Roadway and Traffic Design Standards (Index 600 Series) and the latest revisions of the aforementioned manuals.

19. CLEARING AND GRUBBING

The Contract Unit Price bid as indicated in the Bid Form of the Proposal shall be full compensation for all work required for clearing and grubbing; removal and disposal of flexible pavement, concrete sidewalk and curb and gutter, drainage structures and pipes, miscellaneous concrete, vegetation, trash and debris, base material, and miscellaneous roadway items; and cleaning of existing drainage systems left in place within the Project. The bid price for this item shall include all costs of disposing of sediments removed from existing drainage structures.

Partial Payment for lump sum clearing and grubbing shall be made with each partial progress estimate. Partial payment shall be provided on progress estimates on a percentage equal to the percentage of clearing and grubbing work performed.

20. SUPERPAVE ASPHALT CONCRETE

The required Superpave Asphalt Concrete course shall comply with the requirements specified under the Florida Department of Transportation Standard Specifications, Section 334, available at their web site address:

<http://www.dot.state.fl.us/specificationsoffice/2004BK/D334.doc.pdf>

21. ASPHALT CONCRETE FRICTION COURSES

The required Asphalt Concrete Friction course shall comply with the requirements specified under the Florida Department of Transportation Standard Specifications, Section 337, available at their web site address:

<http://www.dot.state.fl.us/specificationsoffice/2004BK/D337.doc.pdf>

Village of Palmetto Bay, Florida
Traffic Calming Improvements for
SW 77th Avenue to SW 136th Street on SW 140th Street,
SW 140th Drive, and North of SW 74th Court
Bid No. 2010-PW-101

Addendum No. 1

22. PERFORMANCE TURF, SOD

The specifications for Sodding shall conform to the applicable portions of Section 570 with the following exception:

Add the following to the applicable section, deleting all references that are contrary: The Contractor is required to mow all sodded areas immediately prior to final acceptance of the project by the City. The payment for mowing, maintaining the sod in a moist condition for a period of at least two weeks, as well as payment for the water shall be included in the contract unit price bid for Performance Turf, Sod, as indicated in the Bid Form of the Proposal. The Contractor shall match the existing type of lawns, the cost of matching shall be included in the control unit price bid for Performance Turf, Sod.

NOTE: Fertilizer and mulching shall not be required.

END OF SECTION



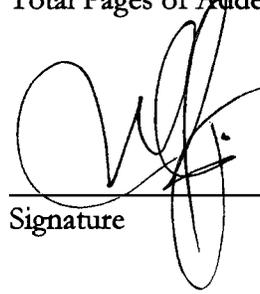
Acknowledgement of
Addendum of Solicitation

Amendment/Modification No.: 1
Amendment of RFQ No.: 2010-PW-101
Title of Bid: Traffic Calming Improvements

Name of Proposer MAGGOLC INC.

Date Addendum Received 8/25/10

Total Pages of Addendum including Acknowledgement 8


Signature

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

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



August 26, 2010

To: All Interested Parties

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

Re: Bid Solicitation 2010-PW-101
Traffic Calming Improvements

ADDENDUM NO. 2

Angel Fernandez from Metro Express Inc. submitted the following question:

Question:

Question in reference to page BF-3 from bid forms:
Item # 0110-1-1 "Clearing and Grubbing" shows Quantity of 270 and the unit shows LS/AC.
Please confirm this is correct and the quantity is 270 Acre.

Response:

The unit measure for item No. 0110-1-1 "Clearing and Grubbing" of Bid Form I, page 3 of 5 should be SY-Square Yards.

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

Thank you for your participation in our bidding process.

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



Acknowledgement of

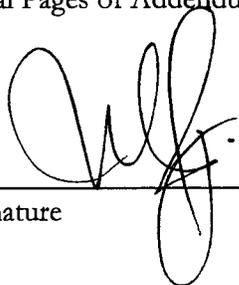
Addendum of Solicitation

Amendment/Modification No.: 2
Amendment of RFQ No.: 2010-PW-101
Title of Bid: Traffic Calming Improvements

Name of Proposer MAGGOLC INC.

Date Addendum Received 8/27/10

Total Pages of Addendum including Acknowledgement 2


Signature

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

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