



To: Honorable Mayor and Village Council

Date: December 31, 2012

From: Ron E. Williams, Village Manager

Re: Recommendation for Approval  
Procurement of Turf  
Maintenance Equipment

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACTS WITH SHOWTURF LLC AND HORIZON DISTRIBUTORS INC. FOR THE PURCHASE AND DELIVERY OF SPECIFIED TURF MAINTENANCE EQUIPMENT; PIGGYBACKING WITH STATE OF FLORIDA CONTRACT NO. 760-000-10-0; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$65,046.35; AND PROVIDING AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

Pursuant to a procurement analysis regarding available sources for the purchase of turf maintenance equipment for Village parks, as authorized as part of the 2012-2013 annual budget process, resulted in the following recommendation for procurement via the State of Florida Contract No. 760-000-10-0; as well as Horizon Distributors, Inc.:

Showturf LLC:

- Vicon PS-403 950lb capacity spreader \$ 3,753.00
  - John Deere ProGator 2020A (gas) 19,712.16
  - John Deere HD200 Select Sprayer 9,074.25
  - John Deere 3032E Tractor 13,919.10
  - John Deere 305 Loader 3,249.66
  - Agrimeter FA-720 Fairway Aerator 7,138.18
- Sub-total: \$ 56,846.35

Horizon Distributor, Inc:

- Turfco Mete-R-Matic III 85423 Topdresser \$ 8,200.00
- Total: \$65,046.35

The Turfco Mete-R-Matic III Topdresser was recently replaced on the State Contract with a newer model, The Turfco Mete-R-Matic IV Topdresser. The State contract price for the IV model is \$12,994, and the original price per State contract for the III model was \$10,799. Horizon Distributor, Inc. the sole authorized distributor for Turfco in the South Florida area

Procurement of Turf Maintenance Equipment

December 31, 2012

Page 2 of 2

has now placed the III model units as part of their surplus inventory at a discounted price of \$8,200.

**FISCAL IMPACT:** Funding available as authorized in the FY2012-2013 Annual Budget.

**RECOMMENDATION:** Approval

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACTS WITH SHOWTURF LLC AND HORIZON DISTRIBUTORS, INC. FOR THE PURCHASE AND DELIVERY OF SPECIFIED TURF MAINTENANCE EQUIPMENT; PIGGYBACKING WITH STATE OF FLORIDA CONTRACT NO. 760-000-10-0; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$65,046.35; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, in an effort to procure selected equipment required for turf maintenance operations at Village parks, an assessment of procurement sources was initiated; and

**WHEREAS**, the necessary capital dollars have been identified and approved in the FY 2012-2013 Annual Budget for said procurement of selected turf maintenance equipment; and

**WHEREAS**, in accordance with our procurement process, the Village wishes to piggyback on the current State of Florida Contract No. 760-000-10-0 for Construction/Industrial/Agricultural/Equipment, currently effective through December 31, 2013; and

**WHEREAS**, the Mayor and Council may authorize the Village Manager to enter into agreements with Showturf, LLC and Horizon Distributors, Inc. for the purchase and delivery of the selected turf maintenance equipment for the care and maintenance of Village parks.

**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 hereby authorized to enter into agreements with Showturf, LLC and Horizon Distributors, Inc. for the purchase and delivery of selected turf maintenance equipment.

**Section 2.** The Village Manager is hereby authorized to accept piggybacking prices pursuant to State of Florida Contract No. 760-000-10-0; expiring December 31, 2013.

**Section 3.** The Village Manager is hereby authorized to issue a purchase order not the exceed \$65,046.35, (Showturf LLC for \$56,846.35; and Horizon Distributors, Inc. for \$8,200).

**Section 4.** This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of January, 2013.

Attest: \_\_\_\_\_  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Eve A. Boutsis  
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Shelley Stanczyk \_\_\_\_\_

**FLORIDA**  
**Construction, Industrial, Agricultural, & Lawn Equipment**

**Contract Number:** 760-000-10-1

**Contract Period:** April 28, 2010 through June 30, 2012

**Eligibility:** "Eligible User(s)" is defined in 60A-1.005, F.A.C. The following entities are eligible users:

1. All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida. "Governmental agency" means: (a) The United States or any department, commission, agency, or other instrumentality thereof. (b) This state or any department, commission, agency, or other instrumentality thereof. (c) Any local government, as defined in this section, or any department, commission, agency, or other instrumentality thereof. (d) Any school board or other special district, authority, or governmental entity.
2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

Section 287.056 of the Florida Statutes governs agencies' use of the Contract. Others may seek Department approval under section 287.042(2)(a) as an eligible user of the Contract.

Please reference state term contract website below:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/construction\\_industrial\\_agricultural\\_lawn\\_equipment](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/construction_industrial_agricultural_lawn_equipment)

**All orders must show John Deere Company as the vendor and reference the contract and item number.**

Purchase orders should be submitted to:  
John Deere Company  
2000 John Deere Run  
Cary, NC 27513



**CONTRACT INFORMATION**

Tax Requirements	Yes – See Information Below
Allied (non-John Deere)	Yes – See Information Below
Non-contract (John Deere)	Yes – See Information Below
Credit Cards	Yes – See Information Below
Fees	No

Leasing	No
Multiple Unit Discount	Not Offered
Rental	No
Trade-In	Yes – See Information Below
Miscellaneous	Yes – See Information Below

**Tax Requirements**

Please click on the following link to complete the required form.  
[https://secured.deere.com/en\\_US/qovsales/httpscontent/taxcient\\_index.html](https://secured.deere.com/en_US/qovsales/httpscontent/taxcient_index.html)

**Allied (non-John Deere)**

Yes – Any (non-John Deere) allied equipment may be included on the same PO if marked as a non-contract commodity.

**Non-Contract (John Deere)**

Yes – Any non-contract (John Deere) commodity may be included on the same PO if marked as a non-contract commodity. No reimbursement on the non-contract John Deere products.

**Credit Cards**

Dealers must have the ability to accept universal card format Purchasing Cards, including American Express, MasterCard, and Visa, during the Contract term. Dealers may receive payments from Eligible Users by universal card format Purchasing Cards in the same manner as other credit / debit card purchases. Universal card format Purchasing Cards acceptance is mandatory, but is not the exclusive method of payment. All individual purchases made using a Purchasing Card must be equal to or less than \$500.00 and Eligible Users may not intentionally segment or divide orders to avoid the stated dollar limitation.

**Fees**

No

**Leasing**

No

**Multiple Unit Discount Program**

Not Offered

**Rental**

No

**Trade-In**

**Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

**Miscellaneous**

All Commodities will be delivered with each of the following applicable documents completed and included:

- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirement herein;
  - Copy of ordering Eligible User's Purchase Order;
  - Copy of the applicable Manufacturer(s)'s specification(s);
  - Copy of the Manufacturer's Invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment and OEM Options, Accessories, & Implements, in the shipment;
  - Manufacturer's Window Sticker(s), if applicable;
  - Manufacturer's Certificate of Origin, if applicable;
  - Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
  - Copy of the Manufacturer's Standard Warranty Certifications;
  - Sales Tax Exemption Form, if applicable;
  - Temporary Tag and twenty (20) day Extension Tag, if applicable; and
- DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

**Include Group and Line number on the Purchase Order**



**Price Structure**

Group No.	Description	Price Book Tab	Price Page Dates	Base Equipment MSRP Discount	OEM Options, Accessories & Implements MSRP Discount	OEM Parts MSRP Disc
9 Line#4	Specialty Tractors And 6000's UP	A2	<u>05Feb10</u>	22%	22%	N/A
10 Line#5	5000's and the following tractors Equal to or Greater than 40 HP-models 3720,4120,4320,4520 ,4720,5045D,5045E only	C20	<u>08Jan10</u>	14%	14%	N/A
		A2	<u>05Feb10</u>			
11 Line#4	Tractors Less than 40 HP - 2320,2520,2720,3320 ,3520, TLB (110) only	C20	<u>08Jan10</u>	17%	17%	N/A
		C27	<u>01Nov09</u>			
12 Line# 13	Utility Vehicles Combined	C41	<u>15Jan10</u>	14%	14%	N/A
		C42	<u>02Feb10</u>			
		C47	<u>18Dec09</u>			

15 Line# 41	All Tractor Attachments Combined	L35	<u>05Feb10</u>	18%	18%	N/A
		C25	<u>08Jan10</u>			
		A9	<u>05Feb10</u>			
17 Line#5	Walk Behind Products	L15	<u>04Dec09</u>	0%	0%	N/A
18 Line#7	Commercial Walk Behind Mowers	C10	<u>01Nov09</u>	14%	14%	N/A
19 Line#4	Lawn Tractors (X300's)	L25	<u>18Dec09</u>	15%	15%	N/A
20 Line#3	Garden Tractors and Current Attachments	L30	<u>04Dec09</u>	18%	18%	N/A
21 Line#6	Commercial Front Mowers and Equipment	C15	<u>28Jan10</u>	23%	23%	N/A
22 Line#9	Zero-Turn-Radius Mowers and Equipment	C13	<u>15Feb10</u>	23%	23%	N/A
23 Line#1	Commercial Wide Area Mowers & Equipment	C18	<u>01Nov09</u>	23%	23%	N/A
24 Line#4	Golf & Turf Equipment Combined	G10	<u>29Jan10</u>	22%	22%	N/A
		G15	<u>04Dec09</u>			
		G20	<u>04Feb10</u>			
		G25	<u>01Nov09</u>			
		G30	<u>01Nov09</u>			

Under Group Number 15 (A9) does not include Flail Mowers, Loaders, Rotary Cutters and Scrapers. We are awaiting approval from the state to add these items.

Please verify code compatibility and customer acceptance when quoting tractor with options.

**Payment Remittance Information –**

John Deere Government and National Sales remittance address is different from the vendor address listed above of Cary, NC. Please remember to advise customers of this as they may internally require this information to be on their purchase orders when they are issued.

Correct remit to address is:

**John Deere Gov't and Nat'l Sales  
21748 Network Place  
Chicago, IL 60673-1217**

Please contact Government Sales for assistance on quoting at 1-800-358-5010 Option 2.

**Last Update: July 7, 2011**  
**Added 4520,4720 in description**

**Update: February 14, 2011**  
**Updated Eligibility**

**Update: August 11, 2010**  
**Updated Contract Information**



JOHN DEERE

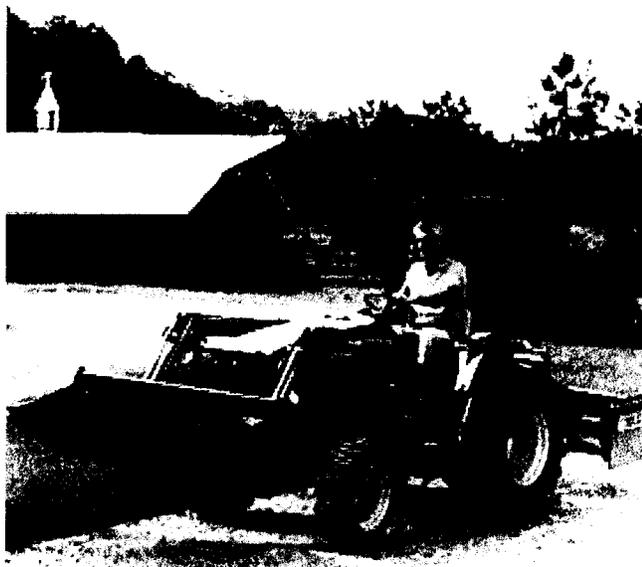
ShowTurf

Quote Id: 7260173

Customer: VILLAGE OF PALMETTO BAY

---

Prepared For:  
**VILLAGE OF PALMETTO BAY**



Prepared By: **Sean J Shaw**

SHOWTURF, LLC

1365 Neptune Drive

Boynton Beach, FL 33426

Phone: 561-732-8905

Mobile Phone: 954-325-9079

Fax: 561-732-8949

Work Email: [sean@showturf.com](mailto:sean@showturf.com)

Date: October 12, 2012

Offer Expires: October 19, 2012



JOHN DEERE



Quote Id: 7260173

Customer: VILLAGE OF PALMETTO BAY

**Quote Summary**

**FMV LEASE QUOTATION** (taxes not included if applicable)

36 monthly payments of \$1,359.14

**\$1 BUYOUT LEASE QUOTATION** (taxes not included if applicable)

36 monthly payments of \$1,820.29

<b>Prepared For:</b> VILLAGE OF PALMETTO BAY 9705 E HIBISCUS ST CUTLER BAY, FL 33157 Business: 305-259-1234	<b>Prepared By:</b> Sean J Shaw SHOWTURF, LLC 1365 Neptune Drive Boynton Beach, FL 33426 Phone: 561-732-8905 Mobile: 954-325-9079 sean@showturf.com	<b>Quote Id:</b> 7260173 <b>Created On:</b> October 12, 2012 <b>Last Modified On:</b> October 12, 2012 <b>Expiration Date:</b> October 19, 2012
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<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
Agrimetal FA-720 Firway Aerator (3-Point)	\$ 7,138.18 X	1 =	\$ 7,138.18
<b>Equipment Total</b>			<b>\$ 7,138.18</b>

<b>Quote Summary</b>	
Equipment Total	\$ 7,138.18
SubTotal	\$ 7,138.18
Total	\$ 7,138.18
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 7,138.18</b>

Salesperson : X \_\_\_\_\_

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



JOHN DEERE

# Selling Equipment

ShowTurf

Quote Id: 7260173

Customer: VILLAGE OF PALMETTO BAY

## Agrimetal FA-720 Firway Aerator (3-Point)

Hours: 0

Stock Number:

Code	Description	Qty
21A75E0066	Fairway Aerator FA-720 (3-POINT)	1
<b>Standard Options - Per Unit</b>		
21A75E0083	Spoon & Holder (Kit of 96)	1



JOHN DEERE



Quote Id: 7260145

Customer: VILLAGE OF PALMETTO BAY

Prepared For:

## VILLAGE OF PALMETTO BAY



Prepared By: **Sean J Shaw**

SHOWTURF, LLC

1365 Neptune Drive

Boynton Beach, FL 33426

Phone: 561-732-8905

Mobile Phone: 954-325-9079

Fax: 561-732-8949

Work Email: [sean@showturf.com](mailto:sean@showturf.com)

Date: October 12, 2012

Offer Expires: October 19, 2012



JOHN DEERE



Quote Id: 7260145

Customer: VILLAGE OF PALMETTO BAY

**Quote Summary**

**FMV LEASE QUOTATION** (taxes not included if applicable)

36 monthly payments of \$1,359.14

**\$1 BUYOUT LEASE QUOTATION** (taxes not included if applicable)

36 monthly payments of \$1,820.29

**Prepared For:**

VILLAGE OF PALMETTO BAY  
9705 E HIBISCUS ST  
CUTLER BAY, FL 33157  
Business: 305-259-1234

**Prepared By:**

Sean J Shaw  
SHOWTURF, LLC  
1365 Neptune Drive  
Boynton Beach, FL 33426  
Phone: 561-732-8905  
Mobile: 954-325-9079  
sean@showturf.com

**Quote Id:** 7260145

**Created On:** October 12, 2012

**Last Modified On:** October 12, 2012

**Expiration Date:** October 19, 2012

**Equipment Summary**

JOHN DEERE 3032E Tractor

**Selling Price**

\$ 13,919.10 X

**Qty**

1 =

**Extended**

\$ 13,919.10

JOHN DEERE 305 Loader

\$ 3,249.66 X

1 =

\$ 3,249.66

**Equipment Total**

**\$ 17,168.76**

**Quote Summary**

Equipment Total

\$ 17,168.76

SubTotal

\$ 17,168.76

Total

\$ 17,168.76

Down Payment

(0.00)

Rental Applied

(0.00)

**Balance Due**

**\$ 17,168.76**

Salesperson : X \_\_\_\_\_

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



JOHN DEERE

# Selling Equipment



Quote Id: 7260145

Customer: VILLAGE OF PALMETTO BAY

## JOHN DEERE 3032E Tractor

Hours:

Stock Number:

Code	Description	Qty
1471LV	3032E Tractor	1

### Standard Options - Per Unit

2025	HST Transmission	1
4520	27x8.50-15 4PR Front R3 Turf 41x14.0-20 4PR Rear R3 Turf	1
9001	Rear Drawbar	1
9500	305 Loader Factory Installation	1

### Dealer Attachments

BW15073	Ballast Box	1
LVB25334	Canopy - Standard	1
LVB25332	Canopy Mounting Bracket and Hardware Kit	1

## JOHN DEERE 305 Loader

Hours:

Stock Number:

Code	Description	Qty
2561P	305 Loader	1

### Standard Options - Per Unit

1000	Mounting Frame	1
2000	Single Lever Control Valve (2 Function) and Tractor to Valve Oil Line Kit	1
4095	Less Ballast Box	1
5000	Hood Guard	1
8122	61 In. (1550 mm) Materials Bucket	1



JOHN DEERE

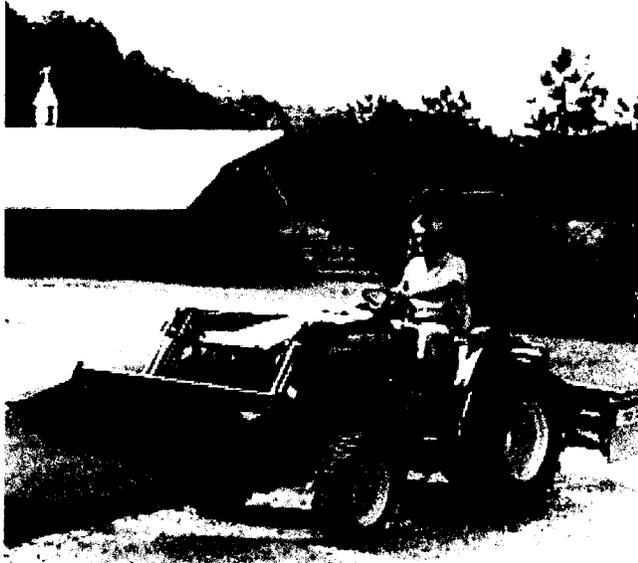
ShowTurf

Quote Id: 7260168

Customer: VILLAGE OF PALMETTO BAY

---

Prepared For:  
**VILLAGE OF PALMETTO BAY**



Prepared By: **Sean J Shaw**

SHOWTURF, LLC

1365 Neptune Drive

Boynton Beach, FL 33426

Phone: 561-732-8905

Mobile Phone: 954-325-9079

Fax: 561-732-8949

Work Email: [sean@showturf.com](mailto:sean@showturf.com)

Date: October 12, 2012

Offer Expires: October 19, 2012



JOHN DEERE



Quote Id: 7260168

Customer: VILLAGE OF PALMETTO BAY

**Quote Summary**

<b>Prepared For:</b> VILLAGE OF PALMETTO BAY 9705 E HIBISCUS ST CUTLER BAY, FL 33157 Business: 305-259-1234	<b>Prepared By:</b> Sean J Shaw SHOWTURF, LLC 1365 Neptune Drive Boynton Beach, FL 33426 Phone: 561-732-8905 Mobile: 954-325-9079 sean@showturf.com	<b>Quote Id:</b> 7260168 <b>Created On:</b> October 12, 2012 <b>Last Modified On:</b> October 12, 2012 <b>Expiration Date:</b> October 19, 2012
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Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE ProGator 2020A (Gas)	\$ 19,712.16 X	1 =	\$ 19,712.16
JOHN DEERE HD200 SelectSpray (For ProGators 2020A, 2020 and 2030A, 2030)	\$ 9,074.25 X	1 =	\$ 9,074.25
<b>Equipment Total</b>			<b>\$ 28,786.41</b>

Quote Summary	
Equipment Total	\$ 28,786.41
SubTotal	\$ 28,786.41
Total	\$ 28,786.41
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 28,786.41</b>

Salesperson : X \_\_\_\_\_

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



CONFIDENTIAL

# Selling Equipment



Quote Id: 7260168

Customer: VILLAGE OF PALMETTO BAY

## JOHN DEERE ProGator 2020A (Gas)

Hours:

Stock Number:

Code	Description	Qty
1403TC	ProGator 2020A (Gas)	1

### Standard Options - Per Unit

0202	US/CANADA	1
1000	2WD Traction Unit	1
2000	Factory Installed Auxiliary Hydraulics	1
9030	Electronic Multi-Mode Throttle/ Governor Control Kit	1
9051	Cargo Box	1

## JOHN DEERE HD200 SelectSpray (For ProGators 2020A, 2020 and 2030A, 2030)

Hours:

Stock Number:

Code	Description	Qty
3765M	HD200 SelectSpray (For ProGators 2020A, 2020 and 2030A, 2030)	1

### Standard Options - Per Unit

0202	US/Canada	1
1003	Cast Iron Centrifugal Pump	1
2000	Manual Controller for Centrifugal Pump	1
3000	18 Ft. Spray Boom w/ Electro-Hydraulic Lift	1
9005	Flood Style Nozzle Package	1
9040	Sprayer Storage Stand	1
9050	Manual Reel and 200 Ft. of 1/2 In. Hose, Less Spraygun	1
9060	Spraygun	1



JOHN DEERE

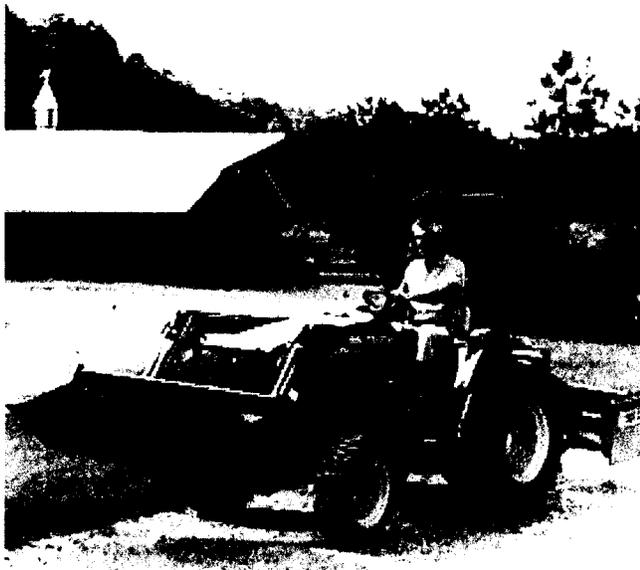
ShowTurf

Quote Id: 7260177

Customer: VILLAGE OF PALMETTO BAY

---

Prepared For:  
**VILLAGE OF PALMETTO BAY**



Prepared By: **Sean J Shaw**

SHOWTURF, LLC

1365 Neptune Drive

Boynton Beach, FL 33426

Phone: 561-732-8905

Mobile Phone: 954-325-9079

Fax: 561-732-8949

Work Email: [sean@showturf.com](mailto:sean@showturf.com)

Date: October 12, 2012

Offer Expires: October 19, 2012



CONFIDENTIAL



Quote Id: 7260177

Customer: VILLAGE OF PALMETTO BAY

**Quote Summary**

**FMV LEASE QUOTATION** (taxes not included if applicable)

36 monthly payments of \$1,359.14

**\$1 BUYOUT LEASE QUOTATION** (taxes not included if applicable)

36 monthly payments of \$1,820.29

**Prepared For:**  
VILLAGE OF PALMETTO BAY  
9705 E HIBISCUS ST  
CUTLER BAY, FL 33157  
Business: 305-259-1234

**Prepared By:**  
Sean J Shaw  
SHOWTURF, LLC  
1365 Neptune Drive  
Boynton Beach, FL 33426  
Phone: 561-732-8905  
Mobile: 954-325-9079  
sean@showturf.com

**Quote Id:** 7260177  
**Created On:** October 12, 2012  
**Last Modified On:** October 12, 2012  
**Expiration Date:** October 19, 2012

Equipment Summary	Selling Price	Qty	Extended
VICON PS-403 950 lb Capacity Spreader	\$ 3,753.00 X	1 =	\$ 3,753.00
<b>Equipment Total</b>			<b>\$ 3,753.00</b>

Quote Summary	
Equipment Total	\$ 3,753.00
SubTotal	\$ 3,753.00
Total	\$ 3,753.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 3,753.00</b>

Salesperson : X \_\_\_\_\_

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



CONFIDENTIAL

# Selling Equipment



Quote Id: 7260177

Customer: VILLAGE OF PALMETTO BAY

## VICON PS-403 950 lb Capacity Spreader

Hours:

Stock Number:

Code	Description	Qty
PS-403	950# Capacity Spreader - Manual Control	1

**FROST, BRIAN**

---

**From:** FROST, BRIAN  
**Sent:** Thursday, October 25, 2012 7:04 AM  
**To:** v.garcia@palmettobay-fl.gov  
**Subject:** FW: City Palmetto Bay Turfco quote  
**Attachments:** 4D008090.pdf

**Brian Frost**  
**Business Development | Golf Division**  
**12970 Positano Circle # 101**  
**Naples FLA, 34105**  
Horizon Distributors, Inc.  
Cell 239.269.9834  
[brian.frost@horizononline.com](mailto:brian.frost@horizononline.com)

*ATTN  
Val  
Garcia*



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  - Check invoices
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  - Check inventory at a location near you
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**From:** FROST, BRIAN  
**Sent:** Wednesday, October 24, 2012 7:59 AM  
**To:** [b.garcia@palmettobay-fl.gov](mailto:b.garcia@palmettobay-fl.gov)  
**Subject:** City Palmetto Bay Turfco quote

To whom it might concern,

Please find the attached quote for 1 Metematic III top dresser. The quote reads cash as we need to set up an account for your city going forward. Upon quote approval we will get our AR dept involved to set the account up if you would so like.

Thanks for the opportunity to quote on this request, I look forward to hearing back on this subject,

Brian

**Brian Frost**  
**Business Development | Golf Division**

**12970 Positano Circle # 101**

**Naples FLA, 34105**

Horizon Distributors, Inc.

Cell 239.269.9834

[brian.frost@horizononline.com](mailto:brian.frost@horizononline.com)



The Edge You Need

Another Horizon Business Resource for you...

**With the all new Horizon 'My Accounts' Portal you can:**

- View account information and status
- Check invoices
- Search for product
- Check inventory at a location near you
- Purchase product online for delivery or will-call

**...And much more!**

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H803-BOYNTON DCACH-HDI  
 7700 HIGH RIDGE ROAD, SUITE A  
 BOYNTON BEACH, FL 33428  
 Phone 561-533-1441  
 Fax 561-533-1314

Quotation

QUOTE #	4D006080
LOCATION	H803
DATE	10/24/12
PAGE	1 of 1

*PALMETO BAY*

BILL TO

H30000  
 CASH CUSTOMER - 800  
 3605 OLEANDER AVE  
 FORT PIERCE, FL 34982  
 Phone 772-465-1966  
 Fax 772-461-2915

SHIP TO

CASH SALES  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~ 34982  
~~Fax 772-461-2946~~

QUOTE DATE 10/24/12	EXPIRE DATE 11/23/12	REQUIRED DATE	REFERENCE NUMBER TURF CO METERMATIC QUOTE	PAYMENT TERMS ECTR: CHECK OK
WRITTEN BY H803 BRIAN FROST(H803)		CONTACT B.GARCIA		SHIP VIA OUR TRUCK
FREIGHT TERMS COLLECT (IN/OUTBOUND)		JOB NUMBER LILL		SALES REP H800/

PRODUCT/DESCRIPTION	QUANTITY	PRICE	SUM	EXTENSIONS
TMI-59-1015 85423 TURFCO METE-R-MATIC III F12D TOW BHND	1	8200.00	EA	8,200.00

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
8,200.00	0.00	0.00	517.00	0.00	8,717.00

Accepted:

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



7700 High Ridge Road  
 Boynton Beach, Florida 33426  
 A Pool Corp Company

6-Nov-12

## *Parks And Recreation Department*

**Palmetto Bay, FL**

**Attn: Valentin Garcia, Grounds/Facility Maintenance Supervisor**

### **Turf Equipment Proposal**

QTY.	Model	Description	Unit Cost	Total
1	85460	Mete-R-Matic XL Tow Behind Top Dresser	\$ 12,994.00	\$ 12,994.00

**Florida State Contract #760-000-10-1**

Prepared by: *Duane S. Cyr Jr.*

*"Thank you for your continued business"*



---

To: Honorable Mayor and Village Council

Date: December 31, 2012

From: Ron E. Williams, Village Manager

Re: Village of Palmetto Bay  
Drainage Improvements

---

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

#### **BACKGROUND AND ANALYSIS**

Village administration contracted with Corzo, Castella, Carballo, Thompson, Salman, P.A. (C3TS, P.A.) to provide drainage engineering and planning for the preparation of drainage improvements in multiple areas in the Village, in accordance with the established guidelines and procedures utilized by Miami-Dade County Public Works Department, Florida Department of Transportation and the Department of Environmental Resource Management. C3TS evaluated drainage improvements in eleven (11) localized areas with resident reported history of flooding and according to data collection and field evaluations C3TS recommends implementing drainage improvements to reduce localized flooding during severe storm events. C3TS has completed the design, bidding, and permitting phase of the drainage improvements.

A competitive bid process was followed for drainage improvements with the issuance of Invitation to Bid No. 2012-PW-103. Bids for drainage improvements were received and opened and read aloud at a public meeting on October 19<sup>th</sup>, 2012 with eight (8) contractors submitting a bid. C3TS and Village Administration reviewed the bid packages and summarized the submittals based on pricing, completeness, experience and references. After a thorough analysis of the responses, the Village's engineer of record recommended and the Village concurred that Wrangler Construction, Inc. was the lowest, most inclusive,

responsive and responsible bidder. Wrangler Construction, Inc. provided the Village of Palmetto Bay with a base bid of \$908,167.72.

The Stormwater Utility budget in FY 12-13 is insufficient to fund the entire base bid of \$908,167.72 for construction of the eleven (11) localized areas identified in Bid No. 2012-PW-103. Phase V localized drainage improvements will be constructed in two (2) phases. Construction of phase I projects in the amount of \$678,755 is scheduled to commence in FY 2012-13 and phase II projects in the amount of \$229,412.72 will be completed in FY 2013-14. C3TS has reviewed the eleven (11) drainage areas which have been designed and ready for construction. In doing so, C3TS assigned three levels of priority (high, medium, and low) to the eleven (11) areas. These priority levels are based on field observations during and after rain event, engineering analysis of the sites, and percolation rates. Construction of drainage improvements will be implemented in accordance with the project prioritization list attached.

The Department of Public Works recommends that it is in the best interest of the Village to establish a contract with Wrangler Construction, Inc., which submitted the lowest, most inclusive and responsible bid to provide the requested drainage improvements in accordance with Invitation to Bid No. 2012-PW-103. The Administration is requesting authorization from the Village Council to enter into an agreement with Wrangler Construction, Inc. to provide construction services for drainage improvements in the areas mentioned above.

#### **FISCAL/BUDGETARY IMPACT**

Funding is available and budgeted for this item under "Special Revenue Funds – Stormwater Utility" in an amount not to exceed \$678,755 during Fiscal Year 2012-13.

#### **RECOMMENDATION**

Approval is recommended.

RESOLUTION NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

**WHEREAS**, construction of drainage improvements will be implemented in accordance with the project prioritization list attached; and

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

**Section 1.** The Village Manager is authorized to enter into an agreement with Wrangler Construction, Inc. for localized drainage improvements Phase V in an amount not to exceed \$678,755.00.

**Section 2.** This Resolution shall become effective immediately.

PASSED AND ADOPTED this \_\_\_\_\_ day of January, 2013.

Attest: \_\_\_\_\_  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

APPROVED AS TO FORM:

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

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Shelley Stanczyk \_\_\_\_\_

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

### Project Area Prioritization and Construction Timeline

#### High Priority –

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

#### Medium Priority -

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

#### Low Priority -

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

<b>TOTAL</b>	<b>\$894,598.25</b>	
<b>Permit Fee</b>	<b>\$150.00</b>	
<b>AIPP Fee</b>	<b>\$13,418.97</b>	
<b>GRAND TOTALS</b>	<b>\$908,167.22</b>	<b>208 DAYS</b>



# VILLAGE OF PALMETTO BAY ■ VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

INVITATION TO BID RELEASE DATE: Sept. 19, 2012

BID OPENING DATE: Oct. 19, 2012

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

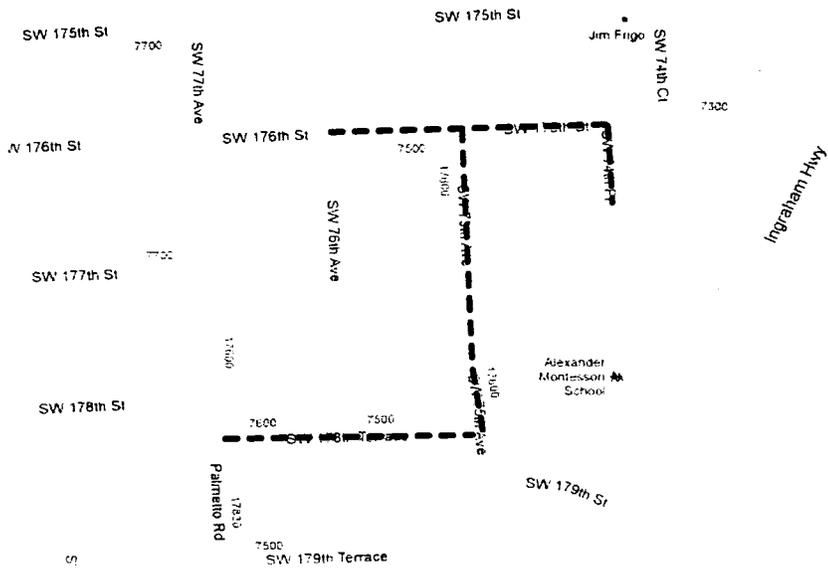
## PROJECT CONSISTS OF THE FOLLOWING AREAS:

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

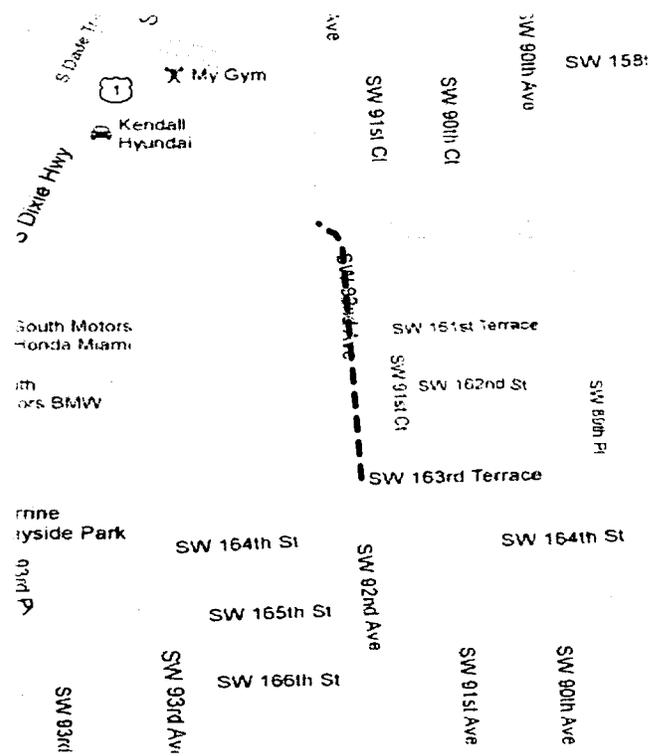
For a Site location map please [click here](#).



# AREA 2

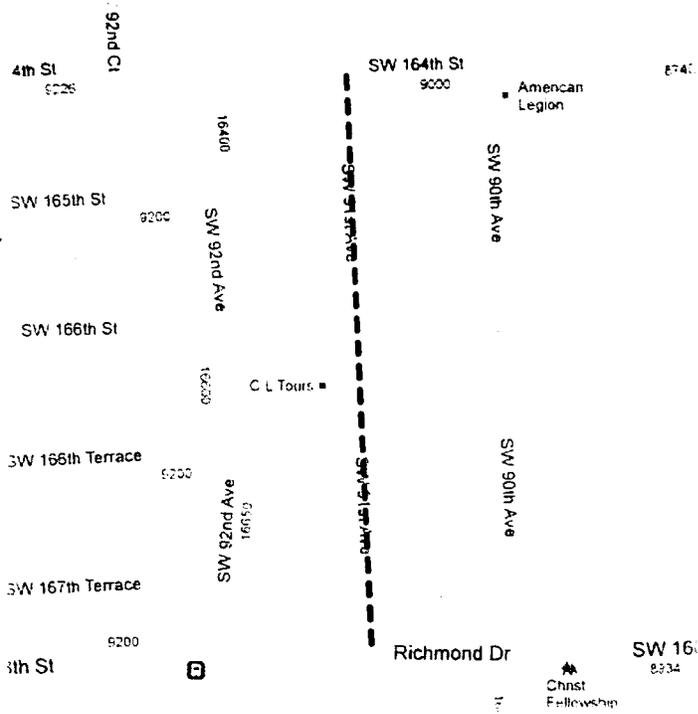


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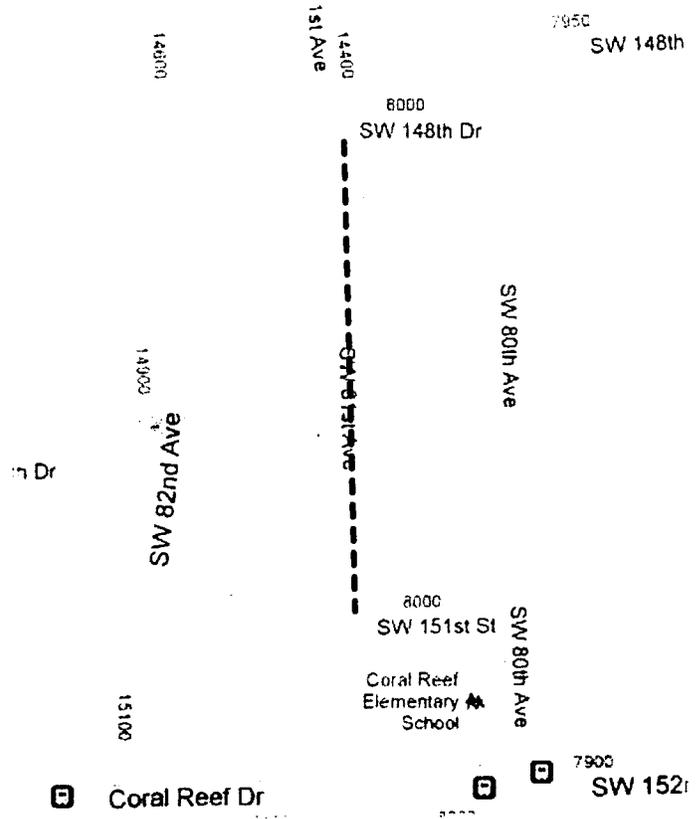


IF YOU HAVE ANY QUESTIONS YOU MAY CONTACT THE PUBLIC WORKS DEPARTMENT AT 305-969-5011.

# AREA 4

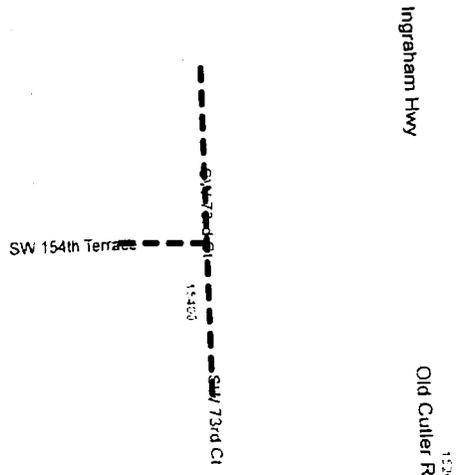


# AREA 5

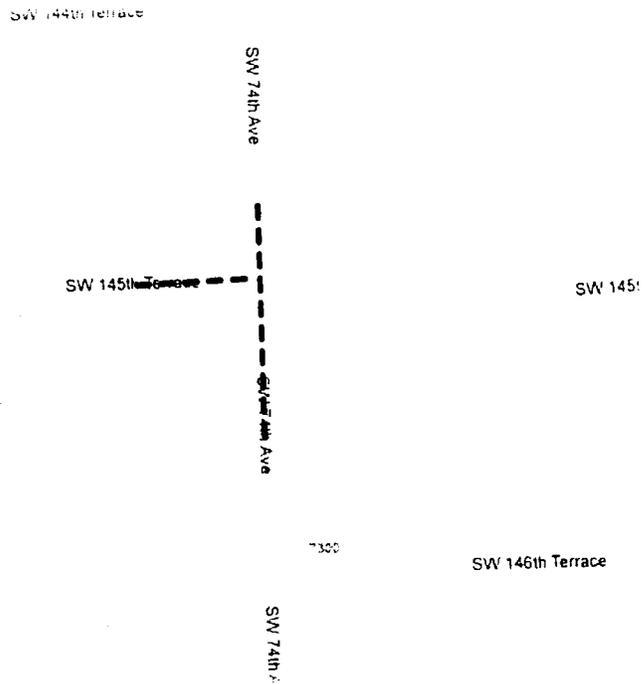


IF YOU HAVE ANY QUESTIONS YOU MAY CONTACT THE PUBLIC WORKS DEPARTMENT AT 305-969-5011.

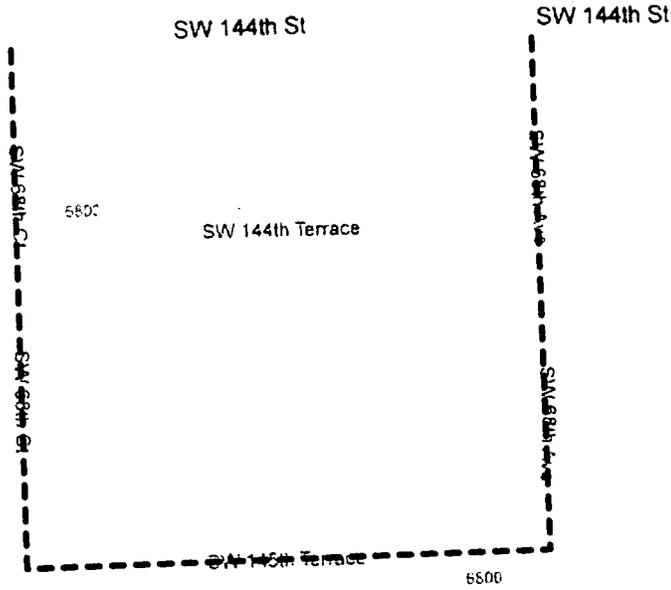
# AREA 6



# AREA 7

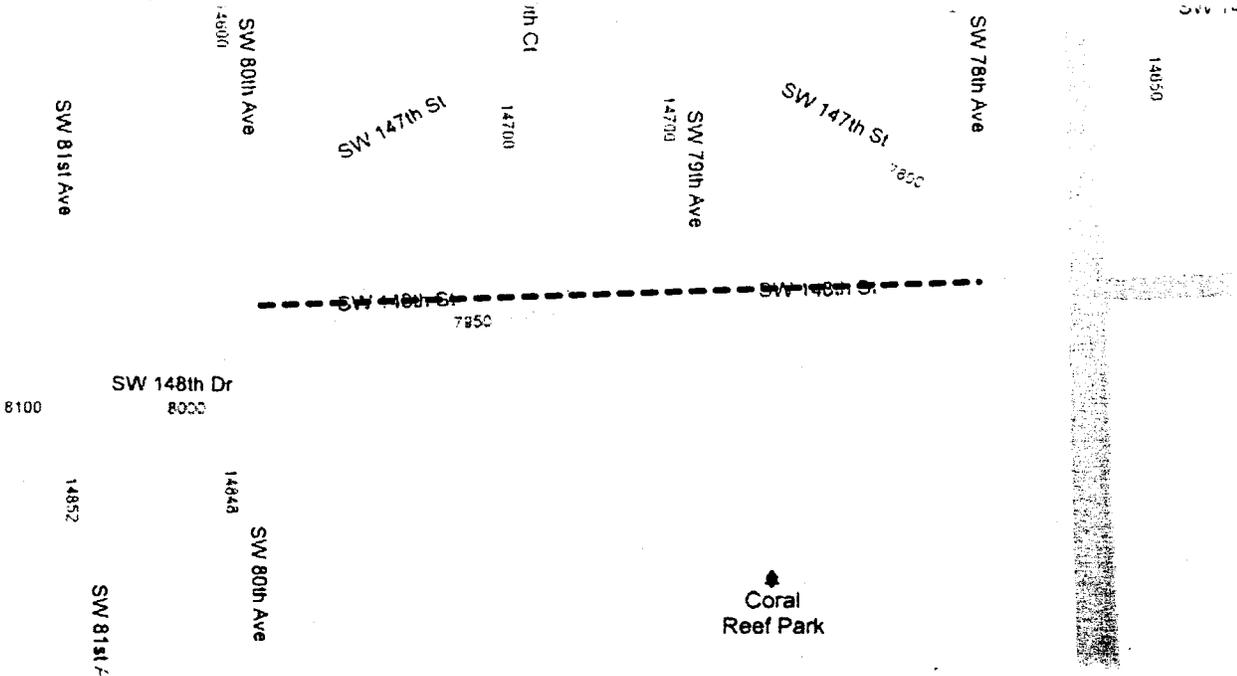


# AREA 8

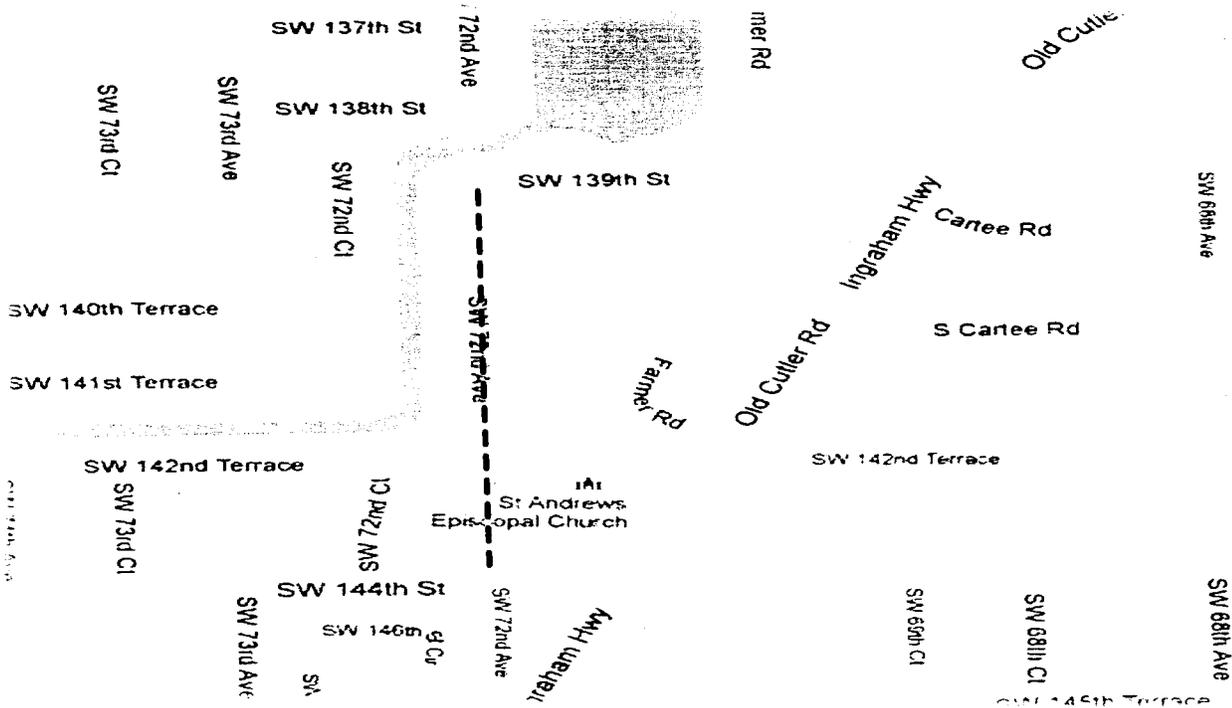


SW 146th St

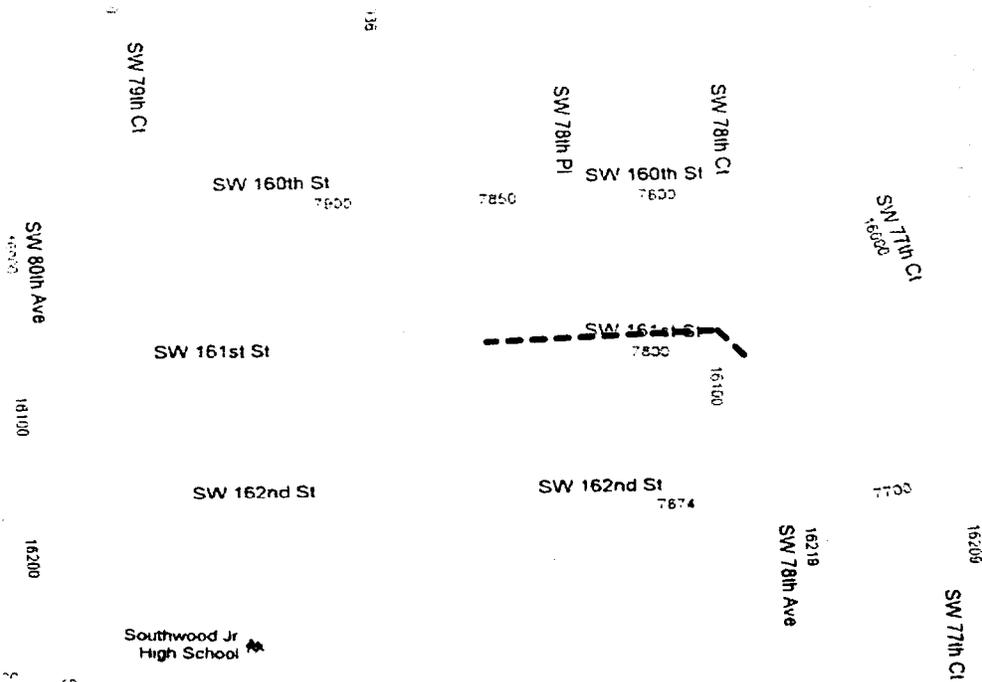
# AREA 9



# AREA 10



# AREA 11



IF YOU HAVE ANY QUESTIONS YOU MAY CONTACT THE PUBLIC WORKS DEPARTMENT AT 305-969-5011.



October 22, 2012

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

Engineers  
Architects  
Planners

**Attention: Corrice Patterson  
Public Works Director**

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

Dear Ms. Patterson:

EB0005022  
AAC002142

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

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

Sincerely,

Corzo Castella Carballo Thompson Salman, P.A.

Sean Compel, P.E.  
Associate

Attch: Bid Tabulation

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



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

Bidder

Price

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

Opening conducted and verified by:

Witnesses:

Meighan J. Alexander  
Meighan J. Alexander  
Village Clerk

Kristy Bada  
Print Name: Kristy Bada

Danny Casals  
Print Name: Danny Casals

10-19-12 P03:00 FILE

# Wrangler Construction

## INVITATION TO BID

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



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### VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V PALMETTO BAY, FLORIDA

BID NUMBER 2012-PW-103

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

#### VILLAGE OF PALMETTO BAY CONTACT PERSONS:

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

#### VILLAGE COUNCIL:

Mayor Shelley Stanczyk

Vice Mayor Brian W. Pariser  
Council Member Howard J. Tendrich

Council Member Patrick Fiore  
Council Member Joan S. Lindsay

Ron E. Williams, Village Manager

#### PREPARED BY:

C3TS Project No. 01632-021



Engineers • Architects • Planners

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

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

**Table Of Contents**

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**VILLAGE OF PALMETTO BAY**

**ADVERTISEMENT TO BID#: 2012-PW-103**

**VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V**

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

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

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

The nature and scope of this project is:

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

All bids must be on a Lump Sum Price basis per the Proposal Form. Copies of the above documents may be obtained at the Clerk's Office at the Village Municipal Center 9705 E. Hibiscus Street, Palmetto Bay, FL upon payment of \$30.00 made payable to Village of Palmetto Bay. This payment is non-refundable. Bid Security in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Instructions to Bidders. A mandatory Pre-Bid Meeting will be held on Monday, October 1<sup>st</sup>, 2012, at 10:00 AM at the Village Municipal Center 9705 E. Hibiscus Street, Palmetto Bay, FL. The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

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

## INSTRUCTION TO BIDDERS

### 1. **DEFINED TERMS**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document C-700 (2002 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

### 2. **COPIES OF BIDDING DOCUMENTS**

- 2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, stated in the Advertisement to Bid may be obtained from the Clerk's Office at the Village Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### 3. **QUALIFICATIONS OF BIDDERS**

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

### 4. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that Bidder is not responsible for the design of the Project; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project

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

- 4.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 4.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.
- 4.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.6 Arbitration as referenced in this document (2012-PW-103) is void.

## 5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing, or the Bidder shall be deemed to have waived all claims associated

therewith. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be considered or relied upon by the Bidder. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Owner within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated herewith.

**6. BID SECURITY**

6.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 5.01 of the General Conditions.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Owner may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

**7. CONTRACT TIME**

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

**8. LIQUIDATED DAMAGES**

Provisions for liquidated damages are set forth in the Contract.

**9. SUBSTITUTE MATERIAL AND EQUIPMENT**

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Project Specifications that a substitute or "or-equal" item of material or equipment may be

furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.05, 6.05.A and 6.05.B of the General Conditions which may be supplemented in the Supplementary Conditions.

## 10. SUBCONTRACTORS, ETC.

- 10.1 In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable license, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder and the Bid Security of that Bidder shall be forfeited. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.
- 10.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

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

## 11. **BID FORM**

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

## 12. **SUBMISSION OF BIDS**

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Any Bids received after the stated time of the Bid opening shall be deemed non-responsive.

## 13. **MODIFICATION AND WITHDRAWAL OF BIDS**

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

**14. OPENING OF BIDS**

Bids will be opened publicly.

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

**15. BIDS TO REMAIN OPEN**

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

**16. AWARD OF CONTRACT**

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

- 16.2 In evaluating Bids, Owner shall consider the qualifications and responsibility of the Bidders. THE VILLAGE AT ITS SOLE DISCRETION SHALL AWARD THE CONTRACT BASED ON CONSIDERATIONS OF RESPONSIVENESS, RESPONSIBILITY, QUALIFICATIONS AND THE TOTAL BID AMOUNT.

- 16.3 Owner will consider the qualifications, responsibility and experience of the Contractor, Subcontractors, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for all portions of the Work. The identity of Subcontractors and other persons and organizations must be submitted as provided in the Instructions to Bidders and other Contract

Documents. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment will also be considered by Owner.

- 16.4 Owner will conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Village. Owner may reject any Bid if in the Owner's sole discretion it is determined that any Bidder, Subcontractor or other persons or organizations proposed for the Work are deemed irresponsible or not qualified.

16.5 At the sole discretion of the Owner, the Owner reserves the right to reject the Bid of any Bidder based upon the evaluation noted in Section 16.4 above. References will NOT be limited to those submitted by the Contractor.

16.6 If the contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and/or the Village.

16.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Intent to Award within 15 days after the day of the Bid opening.

**17. PERFORMANCE AND OTHER BONDS**

Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Payment and Performance Bonds.

**18. SIGNING OF AGREEMENT**

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

END OF SECTION

## Bid To Village of Palmetto Bay

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

Gentlemen:

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

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

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

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

TOTAL BID AMOUNT

\$ 905,426.72

TOTAL BID AMOUNT (IN WORDS)

Nine hundred five thousand  
four hundred twenty six dollars and 72/100 cents.

## BID ITEMS

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

#### BID FORM

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

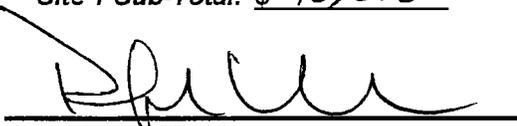
*Refer to Section 01025, Measurement and Payment, for Basis of Payment of the following pay items*

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

**Site 1 Sub-Total: \$ 93,618.00**

**WRANGLER CONSTRUCTION, INC.**

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

# BID ITEMS

## VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

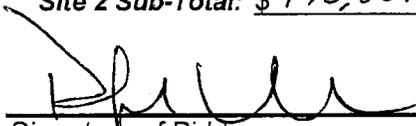
C3TS Project No. 1632-021

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

Site 2 Sub-Total: \$ 173,007.00

WRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

## BID ITEMS

### VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

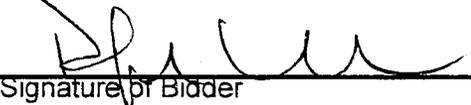
C3TS Project No. 1632-021

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

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

**WRANGLER CONSTRUCTION, INC.**

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

## BID ITEMS

### VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

C3TS Project No. 1632-021

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

**Site 4 Sub-Total: \$ 50,547.00**

**WRANGLER CONSTRUCTION, INC.**

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

## BID ITEMS

### VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

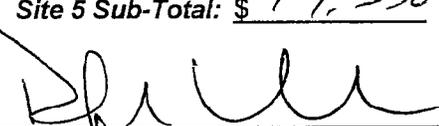
C3TS Project No. 1632-021

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

**Site 5 Sub-Total: \$ 17,330.00**

WRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

## BID ITEMS

### VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

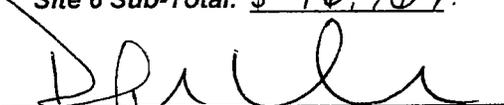
C3TS Project No. 1632-021

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

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

WRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

# BID ITEMS

## VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

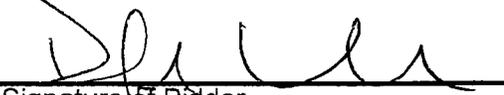
C3TS Project No. 1632-021

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>Site 7 - SW 74TH AVE &amp; SW 145TH TERR</b>					
7.01	General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	1	L.S.	\$ 7523.-	\$ 7523.-
7.02	F & I exfiltration trench (4' wide, 15' deep, 15" diameter)	167	L.F.	\$ 105.-	\$ 17,535.-
7.03	F & I 16" diameter DIP	145	L.F.	\$ 73.-	\$ 10,585.-
7.04	F & I Manhole (5' diameter w/ ring & cover)	2	EA.	\$ 2100.-	\$ 4,200.-
7.05	F & I catch basin (5' diameter w/ frame & grate)	1	EA.	\$ 1,250.-	\$ 1,250.-
7.06	F & I catch basin (4' diameter w/ frame & grate)	2	EA.	\$ 1,200.-	\$ 2,400.-
7.07	F & I 17" x 27" catch basin (w/ frame & grate)	1	EA.	\$ 1,150.-	\$ 1,150.-
7.08	F & I Pollution Retardant Baffle	4	EA.	\$ 210.-	\$ 840.-
7.09	Core Drill Exist. Catch Basin	1	EA.	\$ 515.-	\$ 515.-
7.10	Driveway Restoration/Reconstruction	4	EA.	\$ 450.-	\$ 1,800.-
7.11	Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc).	1	L.S.	\$ 1700.-	\$ 1700.-
7.12	Contingency	1	L.S.	\$4,000.00	\$4,000.00

**Site 7 Sub-Total: \$ 52,998.-**

WRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

# BID ITEMS

## VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

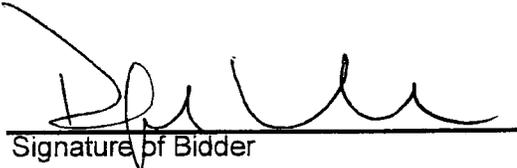
C3TS Project No. 1632-021

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

**Site 8 Sub-Total: \$ 100,490<sup>-</sup>**

WRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

## BID ITEMS

### VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

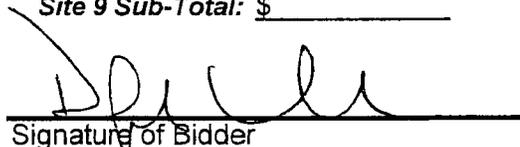
C3TS Project No. 1632-021

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>Site 9 - SW 148TH ST (from SW 80TH AVE to SW 78TH AVE)</b>					
9.01	General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	1	L.S.	\$ 7523 <sup>-</sup>	\$ 7523 <sup>-</sup>
9.02	F & I exfiltration trench (4' wide, 15' deep, 15" diameter)	699	L.F.	\$ 105 <sup>-</sup>	\$ 73,395 <sup>-</sup>
9.03	F & I 16" diameter DIP	173	L.F.	\$ 73 <sup>-</sup>	\$ 12,621 <sup>-</sup>
9.04	F & I 15" HDPE	64	L.F.	\$ 34 <sup>-</sup>	\$ 2,176 <sup>-</sup>
9.05	F & I Manhole (5' diameter w/ ring & cover)	5	EA.	\$ 2,100 <sup>-</sup>	\$ 10,500 <sup>-</sup>
9.06	F & I catch basin (4' diameter w/ frame & grate)	7	EA.	\$ 1,250 <sup>-</sup>	\$ 8,750 <sup>-</sup>
9.07	F & I 17" x 27" catch basin (w/ frame & grate)	6	EA.	\$ 1,150 <sup>-</sup>	\$ 6,900 <sup>-</sup>
9.08	F & I Pollution Retardant Baffle	17	EA.	\$ 210 <sup>-</sup>	\$ 3,570 <sup>-</sup>
9.09	Cut existing drainage pipe and fit new manhole with concrete jacket.	1	EA.	\$ 1,850 <sup>-</sup>	\$ 1,850 <sup>-</sup>
9.10	Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base)	6	EA.	\$ 250 <sup>-</sup>	\$ 1,500 <sup>-</sup>
9.11	Driveway Restoration/Reconstruction	12	EA.	\$ 450 <sup>-</sup>	\$ 5,400 <sup>-</sup>
9.12	Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc).	1	L.S.	\$ 1,850 <sup>-</sup>	\$ 1,850 <sup>-</sup>
9.13	Contingency	1	L.S.	\$12,000.00	\$12,000.00

**Site 9 Sub-Total: \$ \_\_\_\_\_**

FRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

## BID ITEMS

### VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

C3TS Project No. 1632-021

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>Site 10 - SW 72ND AVE (from SW 144TH ST to SW 139TH ST)</b>					
	General Items: mobilization, dust control,				
10.01	maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	1	L.S.	\$ <u>7523<sup>-</sup></u>	\$ <u>7523<sup>-</sup></u>
10.02	F & I exfiltration trench (4' wide, 15' deep, 15" diameter)	336	L.F.	\$ <u>105<sup>-</sup></u>	\$ <u>35,280<sup>-</sup></u>
10.03	F & I 16" diameter DIP	8	L.F.	\$ <u>73<sup>-</sup></u>	\$ <u>584<sup>-</sup></u>
10.04	F & I Manhole (5' diameter w/ ring & cover)	1	EA.	\$ <u>2,100<sup>-</sup></u>	\$ <u>2,100<sup>-</sup></u>
10.05	F & I catch basin (4' diameter w/ frame & grate)	3	EA.	\$ <u>1,000<sup>-</sup></u>	\$ <u>3,000<sup>-</sup></u>
10.06	F & I Pollution Retardant Baffle	6	EA.	\$ <u>210<sup>-</sup></u>	\$ <u>1,260<sup>-</sup></u>
10.07	Core Drill Exist. Catch Basin	1	EA.	\$ <u>515<sup>-</sup></u>	\$ <u>515<sup>-</sup></u>
10.08	Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base)	1	EA.	\$ <u>250<sup>-</sup></u>	\$ <u>250<sup>-</sup></u>
10.09	Driveway Restoration/Reconstruction	6	EA.	\$ <u>450</u>	\$ <u>2,700<sup>-</sup></u>
	Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc).				
10.10		1	L.S.	\$ <u>1,250<sup>-</sup></u>	\$ <u>1,250<sup>-</sup></u>
10.11	Contingency	1	L.S.	\$5,000.00	\$5,000.00

**Site 10 Sub-Total: \$ 60,062<sup>-</sup>**

WRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

# BID ITEMS

## VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

C3TS Project No. 1632-021

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

Site 11 Sub-Total: \$ 62,880<sup>-</sup> net.

TOTAL FOR ELEVEN AREAS IN FIGURES (LUMP SUM)

T1 \$ 891,898.25

T1 x 1.5% =

T2 \$ 13,378.47

(Art in Public Places Project Fee)

PERMIT FEE FOR ELEVEN AREAS IN FIGURES (LUMP SUM)

T3 \$150.50

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

\$ 905,426.72 net

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

net TWENTY SIX THOUSAND, (SEVENTY TWO CENTS)

WRANGLER CONSTRUCTION, INC.

Bidder:

By:

*[Signature]*

Title:

PRESIDENT

Telephone:

305-278-4719

Fax:

(305) 278-420



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**Acknowledgement of**  
**Addendum of Solicitation**

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

Name of  
Proposer

Wrangler Construction, Inc.

Date Addendum  
Received

10/5/2012

Total Pages of Addendum including Acknowledgement

14

Signature

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

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



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Acknowledgement of  
Addendum of Solicitation

Amendment/Modification No.: 2  
Amendment of RFQ No.: 2012-PW-103  
Title of Bid: Villagewide Drainage Improvements Phase V

Name of Proposer Wrangler Construction, Inc.

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Date Addendum Received 10/12/2012 (FC)

Total Pages of Addendum including Acknowledgement 4

  
Signature

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

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



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Acknowledgement of  
Addendum of Solicitation

Amendment/Modification No.: 3  
Amendment of RFQ No.: 2012-PW-103  
Title of Bid: Villagewide Drainage Improvements Phase V

Name of Proposer Wrangler Construction, Inc.

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Date Addendum Received 10/16/12

Total Pages of Addendum including Acknowledgement 3

Signature 

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

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

**TRENCH SAFETY**

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

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

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

## QUALIFICATION REQUIREMENTS

Only those Bidders and Subcontractor(s) who are deemed in the Village's sole discretion to be responsible and qualified will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

- 1) NAME OF PROJECT see attached Doc.  
YEAR OF PROJECT \_\_\_\_\_  
OWNER OF PROJECT \_\_\_\_\_  
OWNER TELEPHONE NO. \_\_\_\_\_  
LOCATION OF PROJECT \_\_\_\_\_  
DESIGNING ENGINEER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
SCOPE OF WORK \_\_\_\_\_  
APPROXIMATE VALUE \$ \_\_\_\_\_
  
- 2) NAME OF PROJECT see attached Doc.  
YEAR OF PROJECT \_\_\_\_\_  
OWNER OF PROJECT \_\_\_\_\_  
OWNER TELEPHONE NO. \_\_\_\_\_  
LOCATION OF PROJECT \_\_\_\_\_  
DESIGNING ENGINEER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
SCOPE OF WORK \_\_\_\_\_  
APPROXIMATE VALUE \$ \_\_\_\_\_
  
- 3) NAME OF PROJECT see attached Doc.  
YEAR OF PROJECT \_\_\_\_\_  
OWNER OF PROJECT \_\_\_\_\_  
OWNER TELEPHONE NO. \_\_\_\_\_  
LOCATION OF PROJECT \_\_\_\_\_  
DESIGNING ENGINEER \_\_\_\_\_

**STAFF REPRESENTATIVE PROJECTS** (continued)  
**(GENERAL ENGINEERING CONSTRUCTION)**

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

**STAFF REPRESENTATIVE PROJECTS** (continued)  
**(GENERAL ENGINEERING CONSTRUCTION)**

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

**WRANGLER CONSTRUCTION, INC.**  
**STAFF REPRESENTATIVE PROJECTS**

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

**GENERAL ENGINEERING CONSTRUCTION**

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

ADDRESS \_\_\_\_\_  
SCOPE OF WORK \_\_\_\_\_  
APPROXIMATE VALUE \$ \_\_\_\_\_

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

- 1a. NAME OF SUBCONTRACTOR VISIL CORP.
- 1b. DESCRIPTION OF WORK Asphalt work.
- 2a. NAME OF SUBCONTRACTOR \_\_\_\_\_
- 2b. DESCRIPTION OF WORK \_\_\_\_\_
- 3a. NAME OF SUBCONTRACTOR \_\_\_\_\_
- 3b. DESCRIPTION OF WORK \_\_\_\_\_
- 4a. NAME OF SUBCONTRACTOR \_\_\_\_\_
- 4b. DESCRIPTION OF WORK \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Addenda No(s) \_\_\_\_\_ received and attached hereto.

END OF SECTION

BID BOND

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

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

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

for said Owner, and;

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

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be  
accepted, the Principal shall within fifteen (15) days after receipt of notification of the  
acceptance thereof, execute the Contract in accordance with the Invitation to Bid and  
Contract Documents and upon the terms, conditions and price set forth therein, in the  
form and manner required by the Owner and execute sufficient and satisfactory  
Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an  
amount of one hundred percent (100%) of the total Contract Price, as indicated in the

Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said \_\_\_\_\_, as "Principal" herein has caused these presents to be signed in its name, by its \_\_\_\_\_ under its corporation seal, and the said \_\_\_\_\_ as "Surety" herein, has caused these presents to be signed in its name by its \_\_\_\_\_, and attested by its \_\_\_\_\_, under its corporate seal, this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

ATTEST:

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

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

ATTEST:

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

BY:  
(Surety) Attorney-in-Fact

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

END OF SECTION



Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Wrangler Construction, Inc., as "Principal" herein has caused these presents to be signed in its name, by its \_\_\_\_\_ under its corporation seal, and the said Westchester Fire Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its \_\_\_\_\_ Attorney in Fact, and attested by its Power of Attorney, under its corporate seal, this 19th day of October, A.D., 2012.

ATTEST:

Carla Secunda  
[Signature]

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

ATTEST:

As per attached power of attorney

Westchester Fire Insurance Company

\_\_\_\_\_

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

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

END OF SECTION

**Power of Attorney**

**WESTCHESTER FIRE INSURANCE COMPANY**

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

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

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

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

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

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

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss:

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

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



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 28, 2014

*Karen E. Brandt*  
Notary Public

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

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



*William L. Kelly*  
William L. Kelly, Assistant Secretary

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

## Corrice Patterson

---

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

Corrice,

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

High Priority

Sites 1, 2, 8 and 9

Medium Priority

Sites 4, 7, and 10

Low Priority

Sites 3, 5, 6, 11

Please let me know if you have any questions.

Sean Compel, P.E., LEED AP

Associate

---

**Corzo Castella Carballo Thompson Salman, P.A. (C3TS)**

901 Ponce de Leon Blvd., Suite 900  
Coral Gables, Florida 33134  
Voice 305.445.2900 ext. 2230  
Email [scompel@c3ts.com](mailto:scompel@c3ts.com)

This communication is confidential and intended only for the recipient(s). Any other use, dissemination, copying, or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify us and destroy it immediately. C3TS, P.A. is not responsible for any undetectable alteration, transmission error, conversion, media degradation, software error, or interference with this transmission. C3TS, PA. (800) 448-0227



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To: Honorable Mayor and Village Council

Date: December 31, 2012

From: Ron E. Williams, Village Manager

Re: Village of Palmetto Bay  
Drainage Improvements

---

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

#### **BACKGROUND AND ANALYSIS**

Village administration contracted with Corzo, Castella, Carballo, Thompson, Salman, P.A. (C3TS, P.A.) to provide drainage engineering and planning for the preparation of drainage improvements in multiple areas in the Village, in accordance with the established guidelines and procedures utilized by Miami-Dade County Public Works Department, Florida Department of Transportation and the Department of Environmental Resource Management. C3TS evaluated drainage improvements in eleven (11) localized areas with resident reported history of flooding and according to data collection and field evaluations C3TS recommends implementing drainage improvements to reduce localized flooding during severe storm events. C3TS has completed the design, bidding, and permitting phase of the drainage improvements.

A competitive bid process was followed for drainage improvements with the issuance of Invitation to Bid No. 2012-PW-103. Bids for drainage improvements were received and opened and read aloud at a public meeting on October 19<sup>th</sup>, 2012 with eight (8) contractors submitting a bid. C3TS and Village Administration reviewed the bid packages and summarized the submittals based on pricing, completeness, experience and references. After a thorough analysis of the responses, the Village's engineer of record recommended and the Village concurred that Wrangler Construction, Inc. was the lowest, most inclusive,

responsive and responsible bidder. Wrangler Construction, Inc. provided the Village of Palmetto Bay with a base bid of \$908,167.72.

The Stormwater Utility budget in FY 12-13 is insufficient to fund the entire base bid of \$908,167.72 for construction of the eleven (11) localized areas identified in Bid No. 2012-PW-103. Phase V localized drainage improvements will be constructed in two (2) phases. Construction of phase I projects in the amount of \$678,755 is scheduled to commence in FY 2012-13 and phase II projects in the amount of \$229,412.72 will be completed in FY 2013-14. C3TS has reviewed the eleven (11) drainage areas which have been designed and ready for construction. In doing so, C3TS assigned three levels of priority (high, medium, and low) to the eleven (11) areas. These priority levels are based on field observations during and after rain event, engineering analysis of the sites, and percolation rates. Construction of drainage improvements will be implemented in accordance with the project prioritization list attached.

The Department of Public Works recommends that it is in the best interest of the Village to establish a contract with Wrangler Construction, Inc., which submitted the lowest, most inclusive and responsible bid to provide the requested drainage improvements in accordance with Invitation to Bid No. 2012-PW-103. The Administration is requesting authorization from the Village Council to enter into an agreement with Wrangler Construction, Inc. to provide construction services for drainage improvements in the areas mentioned above.

#### **FISCAL/BUDGETARY IMPACT**

Funding is available and budgeted for this item under "Special Revenue Funds – Stormwater Utility" in an amount not to exceed \$678,755 during Fiscal Year 2012-13.

#### **RECOMMENDATION**

Approval is recommended.

RESOLUTION NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

**WHEREAS**, construction of drainage improvements will be implemented in accordance with the project prioritization list attached; and

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

**Section 1.** The Village Manager is authorized to enter into an agreement with Wrangler Construction, Inc. for localized drainage improvements Phase V in an amount not to exceed \$678,755.00.

**Section 2.** This Resolution shall become effective immediately.

PASSED AND ADOPTED this \_\_\_\_\_ day of January, 2013.

Attest: \_\_\_\_\_  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

APPROVED AS TO FORM:

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

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Shelley Stanczyk \_\_\_\_\_

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

### Project Area Prioritization and Construction Timeline

#### High Priority –

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

#### Medium Priority -

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

#### Low Priority -

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

<b>TOTAL</b>	<b>\$894,598.25</b>	
<b>Permit Fee</b>	<b>\$150.00</b>	
<b>AIPP Fee</b>	<b>\$13,418.97</b>	
<b>GRAND TOTALS</b>	<b>\$908,167.22</b>	<b>208 DAYS</b>



## VILLAGE OF PALMETTO BAY ■ VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

INVITATION TO BID RELEASE DATE: Sept. 19, 2012

BID OPENING DATE: Oct. 19, 2012

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

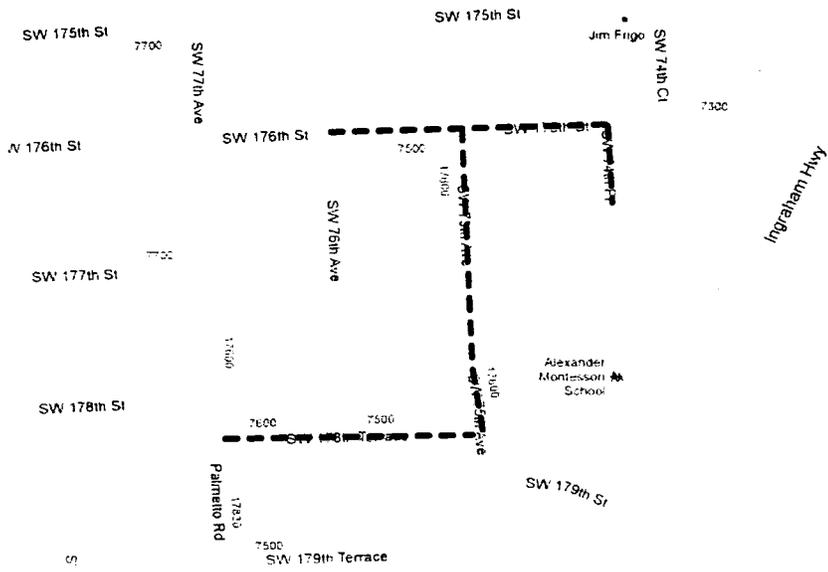
### PROJECT CONSISTS OF THE FOLLOWING AREAS:

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

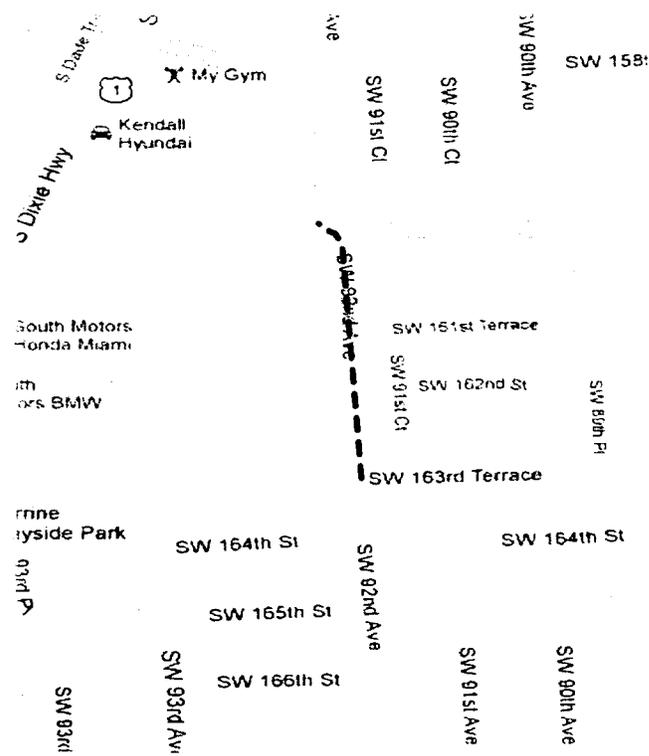
For a Site location map please [click here](#).



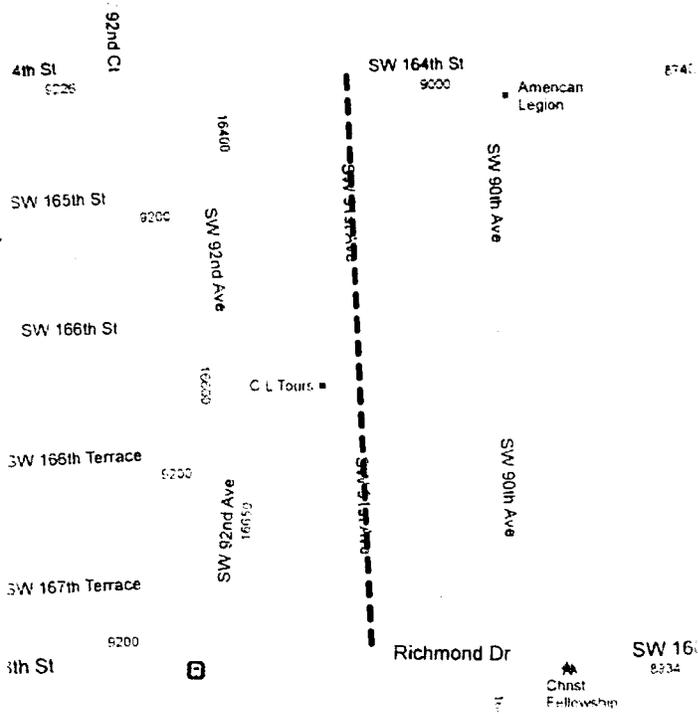
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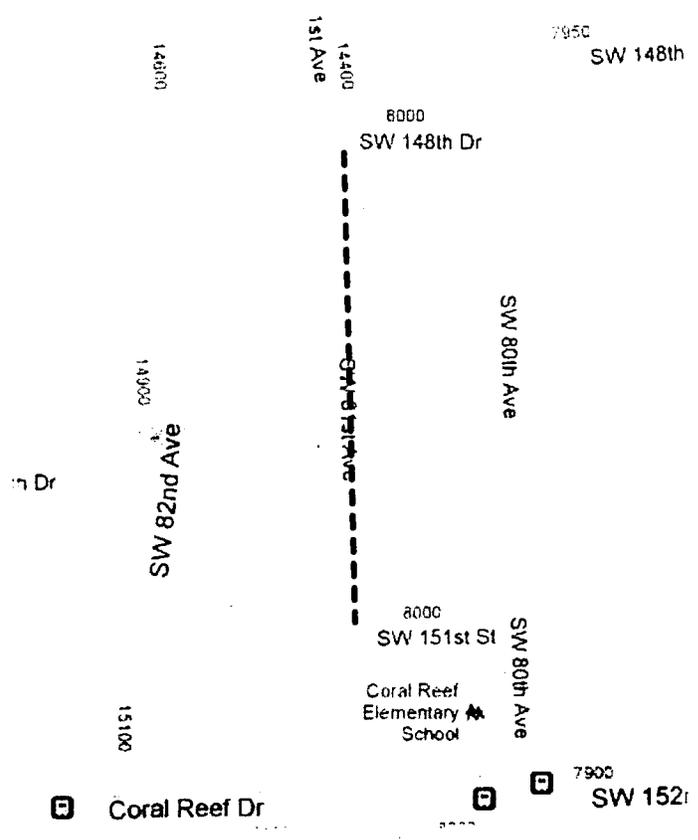
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# AREA 4

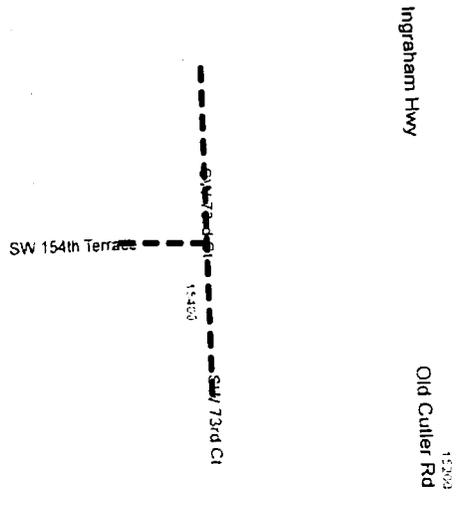


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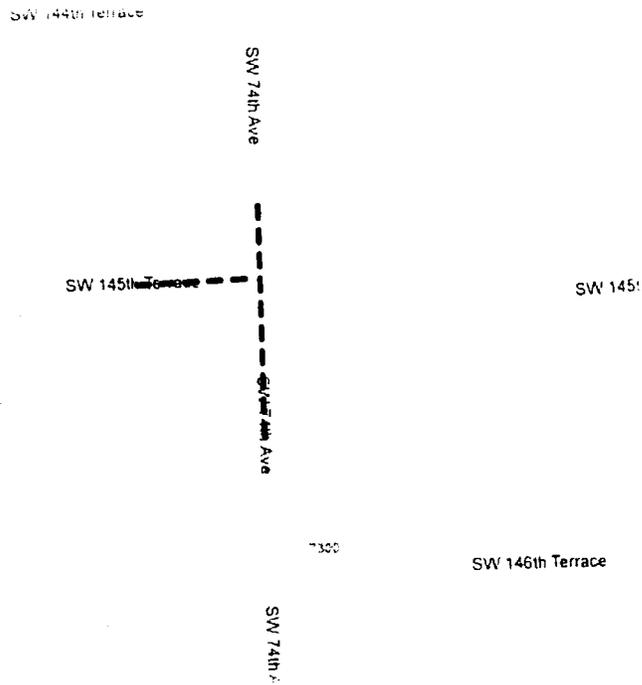


IF YOU HAVE ANY QUESTIONS YOU MAY CONTACT THE PUBLIC WORKS DEPARTMENT AT 305-969-5011.

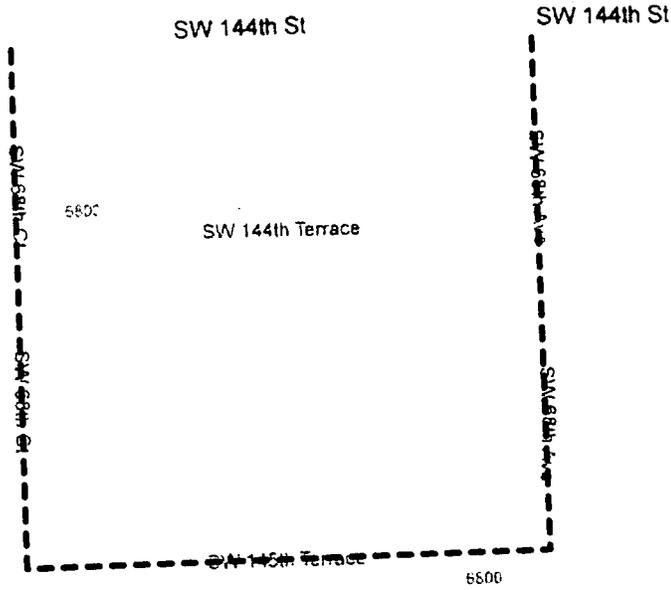
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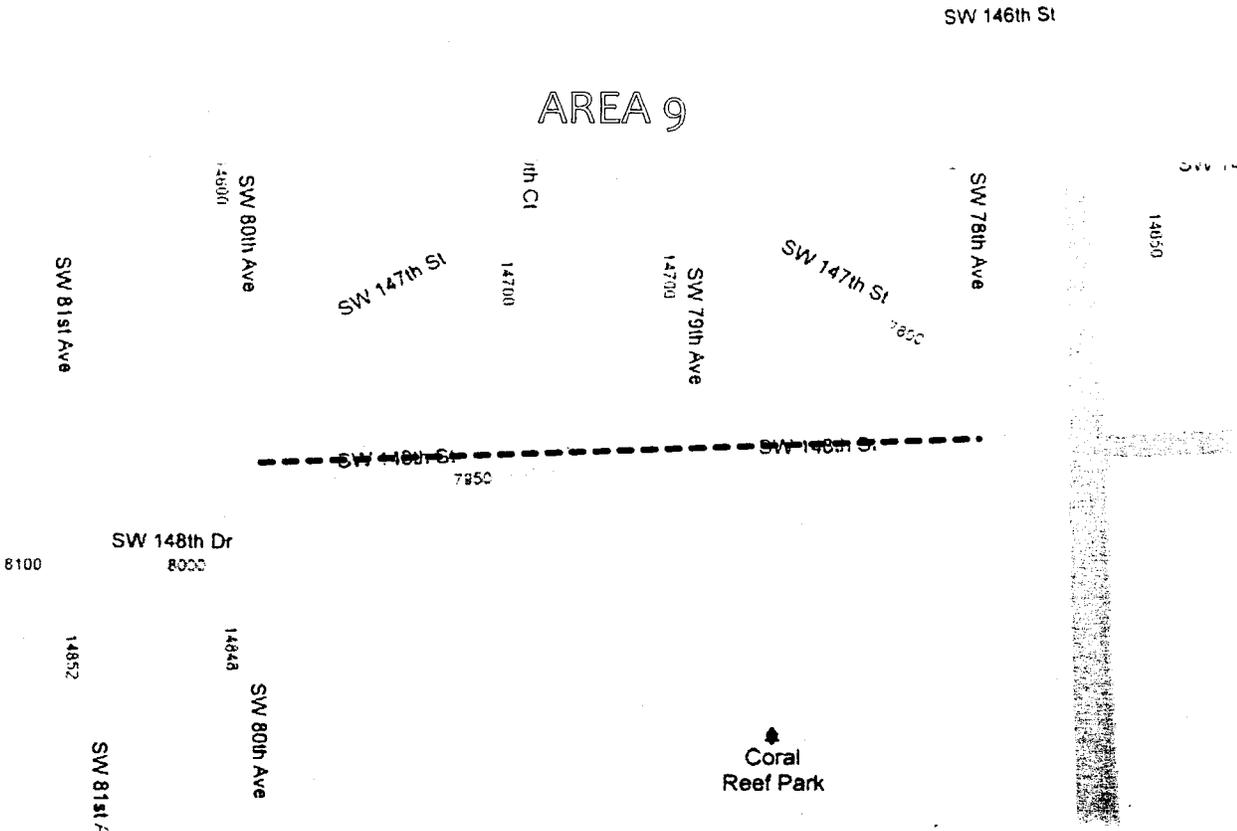
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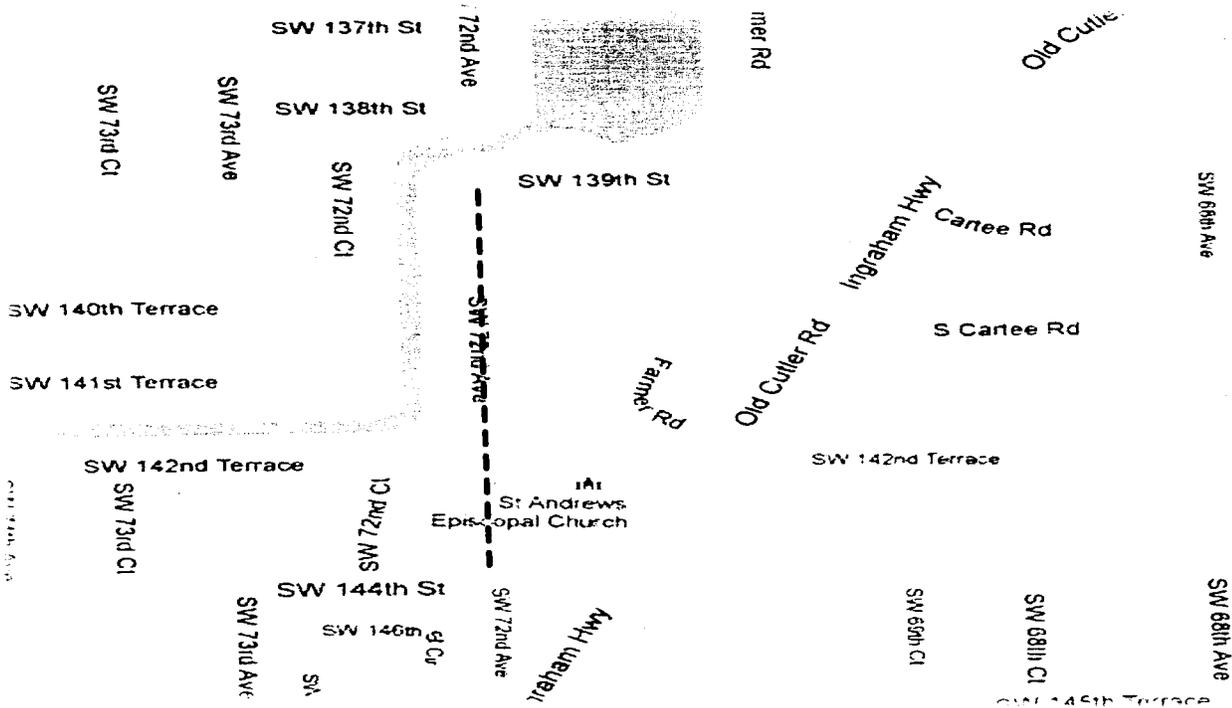
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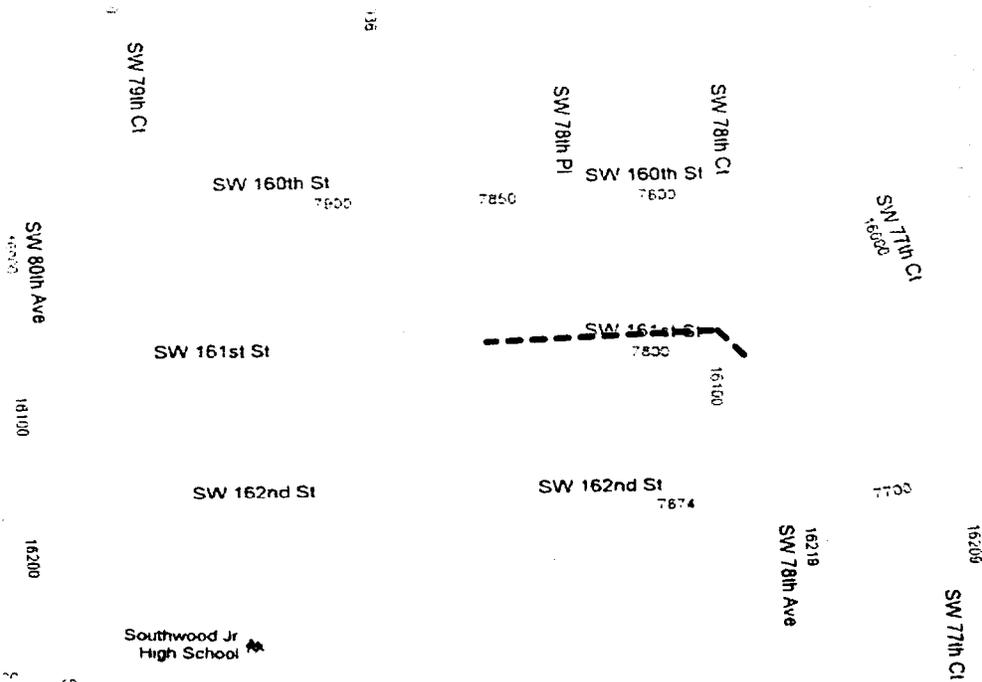
# AREA 9



# AREA 10



# AREA 11



IF YOU HAVE ANY QUESTIONS YOU MAY CONTACT THE PUBLIC WORKS DEPARTMENT AT 305-969-5011.



October 22, 2012

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

Engineers  
Architects  
Planners

**Attention: Corrice Patterson  
Public Works Director**

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

Dear Ms. Patterson:

EB0005022  
AAC002142

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

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

Sincerely,

Corzo Castella Carballo Thompson Salman, P.A.

Sean Compel, P.E.  
Associate

Attch: Bid Tabulation

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



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

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

Opening conducted and verified by:  
Meighan J. Alexander  
Meighan J. Alexander  
Village Clerk

Witnesses:  
Kristy Bada  
Print Name: Kristy Bada

Danny Casals  
Print Name: Danny Casals

10-19-12 P03:00 FILE

# Wrangler Construction

## INVITATION TO BID

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



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### VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V PALMETTO BAY, FLORIDA

BID NUMBER 2012-PW-103

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

#### VILLAGE OF PALMETTO BAY CONTACT PERSONS:

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

#### VILLAGE COUNCIL:

Mayor Shelley Stanczyk

Vice Mayor Brian W. Pariser  
Council Member Howard J. Tendrich

Council Member Patrick Fiore  
Council Member Joan S. Lindsay

Ron E. Williams, Village Manager

#### PREPARED BY:

C3TS Project No. 01632-021



Engineers • Architects • Planners

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

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**VILLAGE OF PALMETTO BAY**

**ADVERTISEMENT TO BID#: 2012-PW-103**

**VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V**

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

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

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

The nature and scope of this project is:

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

All bids must be on a Lump Sum Price basis per the Proposal Form. Copies of the above documents may be obtained at the Clerk's Office at the Village Municipal Center 9705 E. Hibiscus Street, Palmetto Bay, FL upon payment of \$30.00 made payable to Village of Palmetto Bay. This payment is non-refundable. Bid Security in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Instructions to Bidders. A mandatory Pre-Bid Meeting will be held on Monday, October 1<sup>st</sup>, 2012, at 10:00 AM at the Village Municipal Center 9705 E. Hibiscus Street, Palmetto Bay, FL. The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

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

## INSTRUCTION TO BIDDERS

### 1. **DEFINED TERMS**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document C-700 (2002 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

### 2. **COPIES OF BIDDING DOCUMENTS**

- 2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, stated in the Advertisement to Bid may be obtained from the Clerk's Office at the Village Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### 3. **QUALIFICATIONS OF BIDDERS**

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

### 4. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that Bidder is not responsible for the design of the Project; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project

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

- 4.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 4.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.
- 4.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.6 Arbitration as referenced in this document (2012-PW-103) is void.

## 5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing, or the Bidder shall be deemed to have waived all claims associated

therewith. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be considered or relied upon by the Bidder. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Owner within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated herewith.

## **6. BID SECURITY**

6.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 5.01 of the General Conditions.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Owner may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

## **7. CONTRACT TIME**

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

## **8. LIQUIDATED DAMAGES**

Provisions for liquidated damages are set forth in the Contract.

## **9. SUBSTITUTE MATERIAL AND EQUIPMENT**

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Project Specifications that a substitute or "or-equal" item of material or equipment may be

furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.05, 6.05.A and 6.05.B of the General Conditions which may be supplemented in the Supplementary Conditions.

## 10. SUBCONTRACTORS, ETC.

- 10.1 In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable license, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder and the Bid Security of that Bidder shall be forfeited. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.
- 10.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

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

## 11. **BID FORM**

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

## 12. **SUBMISSION OF BIDS**

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Any Bids received after the stated time of the Bid opening shall be deemed non-responsive.

## 13. **MODIFICATION AND WITHDRAWAL OF BIDS**

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

**14. OPENING OF BIDS**

Bids will be opened publicly.

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

**15. BIDS TO REMAIN OPEN**

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

**16. AWARD OF CONTRACT**

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

16.2 In evaluating Bids, Owner shall consider the qualifications and responsibility of the Bidders. THE VILLAGE AT ITS SOLE DISCRETION SHALL AWARD THE CONTRACT BASED ON CONSIDERATIONS OF RESPONSIVENESS, RESPONSIBILITY, QUALIFICATIONS AND THE TOTAL BID AMOUNT.

16.3 Owner will consider the qualifications, responsibility and experience of the Contractor, Subcontractors, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for all portions of the Work. The identity of Subcontractors and other persons and organizations must be submitted as provided in the Instructions to Bidders and other Contract

Documents. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment will also be considered by Owner.

16.4 Owner will conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Village. Owner may reject any Bid if in the Owner's sole discretion it is determined that any Bidder, Subcontractor or other persons or organizations proposed for the Work are deemed irresponsible or not qualified.

- 16.5 At the sole discretion of the Owner, the Owner reserves the right to reject the Bid of any Bidder based upon the evaluation noted in Section 16.4 above. References will NOT be limited to those submitted by the Contractor.
- 16.6 If the contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and/or the Village.
- 16.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Intent to Award within 15 days after the day of the Bid opening.

**17. PERFORMANCE AND OTHER BONDS**

Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Payment and Performance Bonds.

**18. SIGNING OF AGREEMENT**

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

END OF SECTION

## Bid To Village of Palmetto Bay

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

Gentlemen:

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

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

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

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

TOTAL BID AMOUNT

\$ 905,426.72

TOTAL BID AMOUNT (IN WORDS)

Nine hundred five thousand  
four hundred twenty six dollars and 72/100 cents.

## BID ITEMS

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

#### BID FORM

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

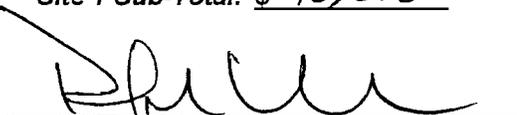
*Refer to Section 01025, Measurement and Payment, for Basis of Payment of the following pay items*

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

**Site 1 Sub-Total: \$ 93,618.00**

**WRANGLER CONSTRUCTION, INC.**

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

# BID ITEMS

## VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

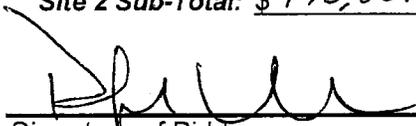
C3TS Project No. 1632-021

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

Site 2 Sub-Total: \$ 173,007.00

WRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

## BID ITEMS

### VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

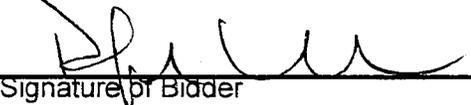
C3TS Project No. 1632-021

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

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

**WRANGLER CONSTRUCTION, INC.**

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

## BID ITEMS

### VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

C3TS Project No. 1632-021

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

**Site 4 Sub-Total: \$ 50,547.00**

**WRANGLER CONSTRUCTION, INC.**

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

# BID ITEMS

## VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

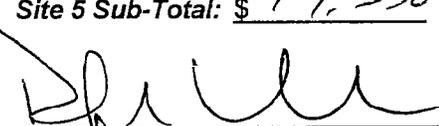
C3TS Project No. 1632-021

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

**Site 5 Sub-Total: \$ 17,330.00**

WRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

## BID ITEMS

### VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

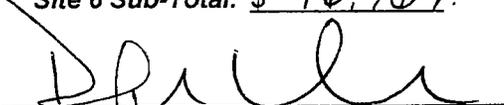
C3TS Project No. 1632-021

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

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

WRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

# BID ITEMS

## VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

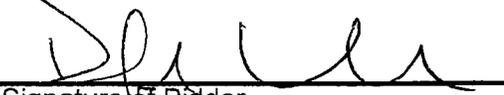
C3TS Project No. 1632-021

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>Site 7 - SW 74TH AVE &amp; SW 145TH TERR</b>					
7.01	General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	1	L.S.	\$ 7523.-	\$ 7523.-
7.02	F & I exfiltration trench (4' wide, 15' deep, 15" diameter)	167	L.F.	\$ 105.-	\$ 17,535.-
7.03	F & I 16" diameter DIP	145	L.F.	\$ 73.-	\$ 10,585.-
7.04	F & I Manhole (5' diameter w/ ring & cover)	2	EA.	\$ 2100.-	\$ 4,200.-
7.05	F & I catch basin (5' diameter w/ frame & grate)	1	EA.	\$ 1,250.-	\$ 1,250.-
7.06	F & I catch basin (4' diameter w/ frame & grate)	2	EA.	\$ 1,200.-	\$ 2,400.-
7.07	F & I 17" x 27" catch basin (w/ frame & grate)	1	EA.	\$ 1,150.-	\$ 1,150.-
7.08	F & I Pollution Retardant Baffle	4	EA.	\$ 210.-	\$ 840.-
7.09	Core Drill Exist. Catch Basin	1	EA.	\$ 515.-	\$ 515.-
7.10	Driveway Restoration/Reconstruction	4	EA.	\$ 450.-	\$ 1,800.-
7.11	Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc).	1	L.S.	\$ 1700.-	\$ 1700.-
7.12	Contingency	1	L.S.	\$4,000.00	\$4,000.00

**Site 7 Sub-Total: \$ 52,998.-**

WRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

# BID ITEMS

## VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

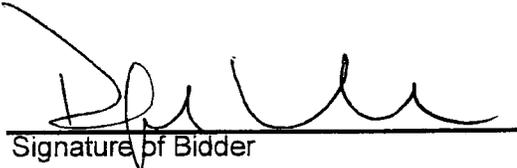
C3TS Project No. 1632-021

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

**Site 8 Sub-Total: \$ 100,490<sup>-</sup>**

WRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

## BID ITEMS

### VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

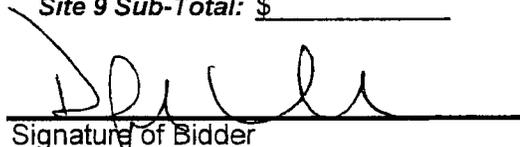
C3TS Project No. 1632-021

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>Site 9 - SW 148TH ST (from SW 80TH AVE to SW 78TH AVE)</b>					
9.01	General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	1	L.S.	\$ 7523 <sup>-</sup>	\$ 7523 <sup>-</sup>
9.02	F & I exfiltration trench (4' wide, 15' deep, 15" diameter)	699	L.F.	\$ 105 <sup>-</sup>	\$ 73,395 <sup>-</sup>
9.03	F & I 16" diameter DIP	173	L.F.	\$ 73 <sup>-</sup>	\$ 12,621 <sup>-</sup>
9.04	F & I 15" HDPE	64	L.F.	\$ 34 <sup>-</sup>	\$ 2,176 <sup>-</sup>
9.05	F & I Manhole (5' diameter w/ ring & cover)	5	EA.	\$ 2,100 <sup>-</sup>	\$ 10,500 <sup>-</sup>
9.06	F & I catch basin (4' diameter w/ frame & grate)	7	EA.	\$ 1,250 <sup>-</sup>	\$ 8,750 <sup>-</sup>
9.07	F & I 17" x 27" catch basin (w/ frame & grate)	6	EA.	\$ 1,150 <sup>-</sup>	\$ 6,900 <sup>-</sup>
9.08	F & I Pollution Retardant Baffle	17	EA.	\$ 210 <sup>-</sup>	\$ 3,570 <sup>-</sup>
9.09	Cut existing drainage pipe and fit new manhole with concrete jacket.	1	EA.	\$ 1,850 <sup>-</sup>	\$ 1,850 <sup>-</sup>
9.10	Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base)	6	EA.	\$ 250 <sup>-</sup>	\$ 1,500 <sup>-</sup>
9.11	Driveway Restoration/Reconstruction	12	EA.	\$ 450 <sup>-</sup>	\$ 5,400 <sup>-</sup>
9.12	Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc).	1	L.S.	\$ 1,850 <sup>-</sup>	\$ 1,850 <sup>-</sup>
9.13	Contingency	1	L.S.	\$12,000.00	\$12,000.00

**Site 9 Sub-Total: \$** \_\_\_\_\_

FRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

## BID ITEMS

### VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

C3TS Project No. 1632-021

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>Site 10 - SW 72ND AVE (from SW 144TH ST to SW 139TH ST)</b>					
	General Items: mobilization, dust control,				
10.01	maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	1	L.S.	\$ <u>7523</u>	\$ <u>7523</u>
10.02	F & I exfiltration trench (4' wide, 15' deep, 15" diameter)	336	L.F.	\$ <u>105</u>	\$ <u>35280</u>
10.03	F & I 16" diameter DIP	8	L.F.	\$ <u>73</u>	\$ <u>584</u>
10.04	F & I Manhole (5' diameter w/ ring & cover)	1	EA.	\$ <u>2100</u>	\$ <u>2100</u>
10.05	F & I catch basin (4' diameter w/ frame & grate)	3	EA.	\$ <u>1000</u>	\$ <u>3000</u>
10.06	F & I Pollution Retardant Baffle	6	EA.	\$ <u>210</u>	\$ <u>1260</u>
10.07	Core Drill Exist. Catch Basin	1	EA.	\$ <u>515</u>	\$ <u>515</u>
10.08	Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base)	1	EA.	\$ <u>250</u>	\$ <u>250</u>
10.09	Driveway Restoration/Reconstruction	6	EA.	\$ <u>450</u>	\$ <u>2700</u>
	Landscaping, swale, pavement, and driveway (asphalt, brick, or concrete) restoration, and site restoration as required (including landscaping, swale, pavement, driveways, mailbox, street signs, etc).				
10.10		1	L.S.	\$ <u>1250</u>	\$ <u>1250</u>
10.11	Contingency	1	L.S.	\$5,000.00	\$5,000.00

**Site 10 Sub-Total: \$ 60,062**

WRANGLER CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature of Bidder

# BID ITEMS

## VILLAGE OF PALMETTO BAY VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

C3TS Project No. 1632-021

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

Site 11 Sub-Total: \$ 62,880<sup>-</sup> net.

TOTAL FOR ELEVEN AREAS IN FIGURES (LUMP SUM)

T1 \$ 891,898.25

T1 x 1.5% =

T2 \$ 13,378.47

(Art in Public Places Project Fee)

PERMIT FEE FOR ELEVEN AREAS IN FIGURES (LUMP SUM)

T3 \$150.50

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

\$ 905,426.72 net

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

net TWENTY SIX THOUSAND, (SEVENTY TWO CENTS)

WRANGLER CONSTRUCTION, INC.

Bidder:

By:

*[Signature]*

Title:

PRESIDENT

Telephone:

305-278-4719

Fax:

(305) 278-420



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**Acknowledgement of**  
**Addendum of Solicitation**

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

Name of  
Proposer

Wrangler Construction, Inc.

Date Addendum  
Received

10/5/2012

Total Pages of Addendum including Acknowledgement

14

Signature

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

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



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Acknowledgement of  
Addendum of Solicitation

Amendment/Modification No.: 2  
Amendment of RFQ No.: 2012-PW-103  
Title of Bid: Villagewide Drainage Improvements Phase V

Name of Proposer Wrangler Construction, Inc.

Date Addendum Received 10/12/2012 (FC)

Total Pages of Addendum including Acknowledgement 4

Signature 

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

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



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Acknowledgement of  
Addendum of Solicitation

Amendment/Modification No.: 3  
Amendment of RFQ No.: 2012-PW-103  
Title of Bid: Villagewide Drainage Improvements Phase V

Name of  
Proposer Wrangler Construction, Inc.

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Date Addendum  
Received 10/16/12

Total Pages of Addendum including Acknowledgement 3

  
Signature

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

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

**TRENCH SAFETY**

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

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

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

### QUALIFICATION REQUIREMENTS

Only those Bidders and Subcontractor(s) who are deemed in the Village's sole discretion to be responsible and qualified will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

- 1) NAME OF PROJECT see attached Doc.  
YEAR OF PROJECT \_\_\_\_\_  
OWNER OF PROJECT \_\_\_\_\_  
OWNER TELEPHONE NO. \_\_\_\_\_  
LOCATION OF PROJECT \_\_\_\_\_  
DESIGNING ENGINEER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
SCOPE OF WORK \_\_\_\_\_  
APPROXIMATE VALUE \$ \_\_\_\_\_
  
- 2) NAME OF PROJECT see attached Doc.  
YEAR OF PROJECT \_\_\_\_\_  
OWNER OF PROJECT \_\_\_\_\_  
OWNER TELEPHONE NO. \_\_\_\_\_  
LOCATION OF PROJECT \_\_\_\_\_  
DESIGNING ENGINEER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
SCOPE OF WORK \_\_\_\_\_  
APPROXIMATE VALUE \$ \_\_\_\_\_
  
- 3) NAME OF PROJECT see attached Doc.  
YEAR OF PROJECT \_\_\_\_\_  
OWNER OF PROJECT \_\_\_\_\_  
OWNER TELEPHONE NO. \_\_\_\_\_  
LOCATION OF PROJECT \_\_\_\_\_  
DESIGNING ENGINEER \_\_\_\_\_

**STAFF REPRESENTATIVE PROJECTS** (continued)  
**(GENERAL ENGINEERING CONSTRUCTION)**

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

**STAFF REPRESENTATIVE PROJECTS** (continued)  
**(GENERAL ENGINEERING CONSTRUCTION)**

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

**WRANGLER CONSTRUCTION, INC.**  
**STAFF REPRESENTATIVE PROJECTS**

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

**GENERAL ENGINEERING CONSTRUCTION**

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

ADDRESS \_\_\_\_\_  
SCOPE OF WORK \_\_\_\_\_  
APPROXIMATE VALUE \$ \_\_\_\_\_

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

- 1a. NAME OF SUBCONTRACTOR VISIL CORP.
- 1b. DESCRIPTION OF WORK Asphalt work.
- 2a. NAME OF SUBCONTRACTOR \_\_\_\_\_
- 2b. DESCRIPTION OF WORK \_\_\_\_\_
- 3a. NAME OF SUBCONTRACTOR \_\_\_\_\_
- 3b. DESCRIPTION OF WORK \_\_\_\_\_
- 4a. NAME OF SUBCONTRACTOR \_\_\_\_\_
- 4b. DESCRIPTION OF WORK \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Addenda No(s) \_\_\_\_\_ received and attached hereto.

END OF SECTION

BID BOND

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

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

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

for said Owner, and;

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

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be  
accepted, the Principal shall within fifteen (15) days after receipt of notification of the  
acceptance thereof, execute the Contract in accordance with the Invitation to Bid and  
Contract Documents and upon the terms, conditions and price set forth therein, in the  
form and manner required by the Owner and execute sufficient and satisfactory  
Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an  
amount of one hundred percent (100%) of the total Contract Price, as indicated in the

Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said \_\_\_\_\_, as "Principal" herein has caused these presents to be signed in its name, by its \_\_\_\_\_ under its corporation seal, and the said \_\_\_\_\_ as "Surety" herein, has caused these presents to be signed in its name by its \_\_\_\_\_, and attested by its \_\_\_\_\_, under its corporate seal, this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

ATTEST:

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

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

ATTEST:

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

BY:  
(Surety) Attorney-in-Fact

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

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Wrangler  
Construction, Inc. (hereinafter called the Principal), and Westchester  
Fire Insurance Company (hereinafter called the Surety), a Corporation chartered and existing  
under the laws of the State of PA with its principal offices in the City of  
Philadelphia and authorized to do business in the State of Florida, and the Village of Palmetto  
Bay, and having an Agent resident therein, such Agent and Company acceptable to the Village of  
Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called  
Owner), in the sum of 5% of Amount Bid  
Dollars (\$ 5% ),

good and lawful money of the United States of America, to be paid upon demand of the said Owner,  
to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally and firmly by these presents.

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

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

for said Owner, and;

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

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be  
accepted, the Principal shall within fifteen (15) days after receipt of notification of the  
acceptance thereof, execute the Contract in accordance with the Invitation to Bid and  
Contract Documents and upon the terms, conditions and price set forth therein, in the  
form and manner required by the Owner and execute sufficient and satisfactory  
Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an  
amount of one hundred percent (100%) of the total Contract Price, as indicated in the

Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Wrangler Construction, Inc., as "Principal" herein has caused these presents to be signed in its name, by its \_\_\_\_\_ under its corporation seal, and the said Westchester Fire Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney in Fact, and attested by its Power of Attorney, under its corporate seal, this 19th day of October, A.D., 2012.

ATTEST:

Carla Secunda  
[Signature]

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

ATTEST:

As per attached power of attorney

Westchester Fire Insurance Company

\_\_\_\_\_

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

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

END OF SECTION

**Power of Attorney**

**WESTCHESTER FIRE INSURANCE COMPANY**

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

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

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

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

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

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

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss:

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

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



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 28, 2014

*Karen E. Brandt*  
Notary Public

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

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



*William L. Kelly*  
William L. Kelly, Assistant Secretary

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

## Corrice Patterson

---

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

Corrice,

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

High Priority

Sites 1, 2, 8 and 9

Medium Priority

Sites 4, 7, and 10

Low Priority

Sites 3, 5, 6, 11

Please let me know if you have any questions.

Sean Compel, P.E., LEED AP

Associate

---

**Corzo Castella Carballo Thompson Salman, P.A. (C3TS)**

901 Ponce de Leon Blvd., Suite 900  
Coral Gables, Florida 33134  
Voice 305.445.2900 ext. 2230  
Email [scompel@c3ts.com](mailto:scompel@c3ts.com)

This communication is confidential and intended only for the recipient(s). Any other use, dissemination, copying, or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify us and destroy it immediately. C3TS, P.A. is not responsible for any undetectable alteration, transmission error, conversion, media degradation, software error, or interference with this transmission. C3TS, PA. (800) 448-0227



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To: Honorable Mayor and Village Council

Date: December 31, 2012

From: Ron E. Williams, Village Manager

Re: Purchase of Electric  
Hybrid Vehicles

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PURCHASE OF ELECTRIC VEHICLES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER FOR THE PURCHASE OF TWO (2) 2013 CHEVROLET VOLTS FROM MAROONE CHEVROLET, LLC IN THE AMOUNT OF \$74,300.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

As the Department of Building and Capital Improvement and Planning and Zoning begin to hire staff to ensure high levels of productivity in Village field operations there is a need to add two (2) additional vehicles. The vehicles recommended for purchase will be utilized by the Departments of Building and Capital Projects and Planning and Zoning to address the increased level of service required for job responsibilities associated with building inspections and Code Compliance services.

In order to satisfy the Village's need to add two (2) vehicles, I am recommending the integration of plug-in electric vehicles into the Village fleet. The Village of Palmetto Bay Municipal Complex which was designated as a Platinum LEED building by the US Green Building Council on October 23, 2012 has two charging stations located on site. The selected Chevy Volt typically takes 3.5 hours for full charge. The operators of the vehicles will have the option to recharge the Chevy Volt between trips to maximize its use in all-electric mode, thereby eliminating the need to purchase gasoline.

Purchase of the two (2) electric vehicles will lessen the impact of departmental budgets due to unpredictable fuel prices. The analysis deemed the electric vehicles a great fit for both the Department of Building and Capital Improvement and Planning and Zoning due to the numerous miles traveled to complete daily job tasks.

As the Village of Palmetto Bay continues to strive to "Green" our community and prosper in attaining sustainable milestones, it is important to continue this practice with the purchase of motor vehicles. Therefore, the plug-in hybrid vehicle, Chevrolet Volt, is the most prudent model to purchase for the Village of Palmetto Bay. The Chevrolet Volt has won

numerous awards such as the 2009 Green Car Vision Award, 2011 Green Car of the Year, 2011 North American Car of the Year, 2011 World Green Car and 2012 European Car of the Year. The Volt is a plug-in hybrid vehicle, due to the combination of an internal combustion engine and two electric motors, along with a battery that can accept off-board energy. As previously stated, the Volt plug-in feature may be connected at the Village of Palmetto Bay Platinum LEED Municipal Center electric vehicle plug-in stations. The Volt offers 35 gas-free miles and up to 375 total miles on a full charge and a full tank nine (9) gallons of gas. Additionally, the battery for the 2013 Volt has a 10 year, 150,000 mile warranty. While each vehicle cost \$37,150, the cost of each vehicle also includes the basic warranties: 3 year/36,000 miles warranty, drivetrain 5 year/100,000 miles roadside 5 year/100,000 miles and rust 6 year / 100,000 miles.

The purchase of the hybrid vehicle for the Building and Capital Projects Department will not have an impact on General Revenue funding as the vehicle will be purchased with revenues generated through the Building Department. The Chief Building Inspector currently utilizes his personal vehicle for Village Business placing on average 50 miles daily on his vehicle. The reimbursement for wear and tear is approximately \$27.50 daily or about \$ 600 monthly.

On September 24, 2012, the Village Council approved the FY 2012-2013 budget which authorized a third code compliance officer position within the Planning and Zoning Department with the intent of providing enhanced services. The addition of the third officer shall require the purchase of an additional vehicle as the services provided by the position requires being out in the community and occurs concurrent with the service hours of the other two (2) officers. The desired vehicle would be an electric hybrid model capable of being recharged at existing charging stations at the Municipal Center. As evidenced in the cost break down portion of this memorandum, it is anticipated that a single over-night charge will be sufficient to run the vehicle during a typical shift without the need for gasoline.

The fuel cost savings for operating two (2) hybrid vehicles as opposed to two (2) V8 Engine Pick-up trucks would be approximately \$7,430 annually. The departments does not anticipate that there will be any need to purchase fuel as the Chevy Volt when fully charged is sufficient to meet the daily mileage requirements of both departments. If a need for fuel usage arises, the vehicles enter charge-sustaining mode, and the Volt's control system will select the most optimally efficient drive mode to improve performance and boost high-speed efficiency. While operating in all-electric mode the Volt produces no tailpipe emissions.

I am recommending the purchase of two (2) electric hybrid model vehicles consistent with the Village's sustainability efforts from Maroone Chevrolet, LLC in FY12-13. Maroone Chevrolet, LLC has a proposal in the amount of \$74,300 for two (2) 2013 Chevrolet Volt's pursuant to Florida Sheriffs Association Contract No. 12-20-0905; Pursuit, Administrative, Utility Vehicles, Trucks and Vans. It is recommended that the Village of Palmetto Bay purchase two (2) plug-in hybrid Chevrolet Volts for the day to day operation of the Department of Building and Capital Projects and Planning and Zoning Code Compliance Staff.

**FISCAL/BUDGETARY IMPACT:**

This item is funded under "General Fund-Capital (\$37,150) and Building and Capital Projects (\$37,150)" for an amount not to exceed \$74,300 in Fiscal Year 2012-2013.

**RECOMMENDATION:**  
Approval is recommended.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PURCHASE OF ELECTRIC VEHICLES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER FOR THE PURCHASE OF TWO (2) 2013 CHEVROLET VOLTS FROM MAROONE CHEVROLET, LLC IN THE AMOUNT OF \$74,300.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, as the Department of Building and Capital Improvement and Planning and Zoning begin to hire staff to ensure high levels of productivity in Village field operations there is a need to add two (2) additional vehicles to the Village's current fleet of (12) vehicles; and

**WHEREAS**, the vehicles recommended for purchase will be utilized by the Departments of Building and Capital Projects and Planning and Zoning to address the increased level of service required for job responsibilities associated with building inspections and Code Compliance services; and

**WHEREAS**, in order to satisfy the Village's need to add two (2) vehicles, the integration of plug-in electric vehicles into the Village fleet is recommended; and

**WHEREAS**, The Village of Palmetto Bay Municipal Complex which was designated as a Platinum LEED building by the US Green Building Council on October 23, 2012 has two charging stations located on site whereas each charging station is capable of charging one electric vehicle at a time; and

**WHEREAS**, purchase of the two (2) electric vehicles will lessen the impact of departmental budgets due to unpredictable fuel prices; and

**WHEREAS**, as the Village of Palmetto Bay continues to strive to "Green" our community and prosper in attaining sustainable milestones, it is important to continue this practice with the purchase of motor vehicles; and

**WHEREAS**, therefore, the plug-in hybrid vehicle, Chevrolet Volt, is the most prudent model to purchase for the Village of Palmetto Bay; and

**WHEREAS**, the Chevrolet Volt has won numerous awards such as the 2009 Green Car Vision Award, 2011 Green Car of the Year, 2011 North American Car of the Year, 2011 World Green Car and 2012 European Car of the Year; and

**WHEREAS**, the Volt offers 35 gas-free miles and up to 375 total miles on a full charge and a full tank nine (9) gallons of gas; and

**WHEREAS**, while each vehicle cost \$37,150, the cost of each vehicle also includes the basic warranties: 3 year/36,000 miles warranty, drivetrain 5 year/100,000 miles roadside 5 year/100,000 miles and rust 6 year/100,000 miles; and

**WHEREAS**, the purchase of hybrid vehicle for the Building and Capital Projects Department will not have an impact on General Revenue funding as vehicle will be purchased with revenues generated through the Building Department enterprise fund; and

**WHEREAS**, the Chief Building Inspector currently utilizes his personal vehicle for Village Business placing on average 50 miles daily on his vehicle; and

**WHEREAS**, the purchase of an electric hybrid model vehicle will eliminate the need to reimburse the Chief Building Inspector for their private vehicle use, therefore providing a cost savings in the approximate amount of \$600 a month, thus resulting in an annual cost savings of \$7,200; and

**WHEREAS**, on September 24, 2012, the Village Council approved the FY 2012-2013 budget which authorized a third code compliance officer position within the Planning and Zoning Department with the intent of providing enhanced services; and

**WHEREAS**, the addition of the third officer shall require the purchase of an additional vehicle as the services provided by the position requires being out in the community and occurs concurrent with the service hours of the other two (2) officers; and

**WHEREAS**, the fuel cost savings for operating two (2) hybrid vehicles as opposed to two (2) V8 Engine Pick-up trucks would be approximately \$7,430 annually; and

**WHEREAS**, the departments does not anticipate that there will be any need to purchase fuel as the Chevy Volt when fully charged is sufficient to meet the daily mileage requirements of both departments; and

**WHEREAS**, if a need for fuel usage arises, the vehicles enter charge-sustaining mode, and the Volt's control system will select the most optimally efficient drive mode to improve performance and boost high-speed efficiency; 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 issue a purchase order for the purchase of two (2) Chevrolet Volt's from Maroone Chevrolet for \$74,300 pursuant to Florida Sheriffs Association Contract No. 12-20-0905; Pursuit, Administrative, Utility Vehicles, Trucks and Vans.

**Section 2.** This Resolution shall become effective immediately.

PASSED AND ADOPTED this \_\_\_\_\_ day of January, 2013.

Attest: \_\_\_\_\_  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

APPROVED AS TO FORM:

---

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

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Shelley Stanczyk \_\_\_\_\_

Prepared For:  
Spec #09  
Florida Sheriff's Association

Prepared By:  
Dave Fridgant  
Maroone Chevrolet  
8600 Pines Blvd.  
Pembroke Pines, FL 33024  
Phone: (954) 447-2150  
Email: FridgantD@autonation.com

## 2013 Fleet/Non-Retail Chevrolet Volt 5dr HB 1RC68

### **PRICING SUMMARY**

#### **PRICING SUMMARY - 2013 Fleet/Non-Retail 1RC68 5dr HB**

	<b><i>MSRP</i></b>
Base Price	\$39,145.00
Total Options:	\$0.00
Vehicle Subtotal	\$39,145.00
Advert/Adjustments	\$0.00
Destination Charge	\$850.00
<b>GRAND TOTAL</b>	<b>\$39,995.00</b>

Florida Sheriff's Assoc.

Price \$ 37,150.00

See Bid Award (attached)  
for available options & pricing  
special ordered vehicle

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Prepared For:  
 Spec #09  
 Florida Sheriff's Association

Prepared By:  
 Dave Fridgant  
 Maroone Chevrolet  
 8600 Pines Blvd.  
 Pembroke Pines, FL 33024  
 Phone: (954) 447-2150  
 Email: FridgantD@autonation.com

**2013 Fleet/Non-Retail Chevrolet Volt 5dr HB 1RC68**

**SELECTED MODEL & OPTIONS**

**SELECTED MODEL - 2013 Fleet/Non-Retail 1RC68 5dr HB**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
1RC68	2013 Chevrolet Volt 5dr HB	\$39,145.00

**SELECTED VEHICLE COLORS - 2013 Fleet/Non-Retail 1RC68 5dr HB**

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

**SELECTED OPTIONS - 2013 Fleet/Non-Retail 1RC68 5dr HB**

**CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
<b>EMISSIONS</b>		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
<b>ENGINE</b>		
LUU	ENGINE, RANGE EXTENDER, 1.4L INTERNAL COMBUSTION ENGINE (83 hp [62 kW]), requires premium fuel (STD)	\$0.00
<b>TRANSMISSION</b>		
MKA	ELECTRIC DRIVE, VOLTEC (149 hp [111 kW] motoring power, 273 lb-ft of torque [370 N-m] motoring torque, 74 hp [55 kW] generating power) (STD)	\$0.00
<b>WHEELS</b>		
WQX	WHEELS, 17" (43.2 CM) 5-SPOKE PAINTED ALUMINUM (STD)	\$0.00
<b>PAINT</b>		
GAZ	SUMMIT WHITE	\$0.00
<b>PAINT SCHEME</b>		
—	STANDARD PAINT	\$0.00
<b>SEAT TYPE</b>		

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## 2013 Fleet/Non-Retail Chevrolet Volt 5dr HB 1RC68

### ***SELECTED MODEL & OPTIONS***

#### **SELECTED OPTIONS - 2013 Fleet/Non-Retail 1RC68 5dr HB**

#### **CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>	<b><u>MSRP</u></b>
SEAT TYPE A51	SEATS, FRONT BUCKET WITH RECLINING SEATBACKS AND ADJUSTABLE HEAD RESTRAINTS (STD)	\$0.00
SEAT TRIM AFA	JET BLACK SEATS/CERAMIC WHITE ACCENTS, PREMIUM CLOTH SEAT TRIM	\$0.00
RADIO UFU	AUDIO SYSTEM, CHEVROLET MYLINK RADIO, AM/FM STEREO WITH CD PLAYER AND MP3 PLAYBACK includes 7" diagonal color touch-screen display (STD)	\$0.00
<b>OPTIONS TOTAL</b>		<b>\$0.00</b>

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## 2013 Fleet/Non-Retail Chevrolet Volt 5dr HB 1RC68

### **STANDARD EQUIPMENT**

#### **STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1RC68 5dr HB**

##### *ENTERTAINMENT*

- Audio system, Chevrolet MyLink radio, AM/FM stereo with CD player and MP3 playback includes 7" diagonal color touch-screen display
- Chevrolet MyLink includes Bluetooth streaming audio for music and select phones; voice recognition for phone, music and radio; Pandora and Stitcher smartphone compatible; Gracenote (Playlist+, Album Art); software updatable for radio software and Gracenote database
- Audio system feature, 6-speaker system
- Audio system feature, auxiliary input jack, located in center console
- Audio interface, USB port, located in center console
- SiriusXM Satellite Radio is standard on nearly all 2013 GM models. Enjoy a 3-month trial to the XM Premier package, with over 140 channels including commercial-free music, all your favorite sports, exclusive talk and entertainment. And now add premium channels to your trial at no cost. Welcome to the world of satellite radio. (If you subscribe after your trial period, subscriptions are continuous until you call SiriusXM to cancel. See SiriusXM Customer Agreement for complete terms at [www.siriusxm.com](http://www.siriusxm.com). Other fees and taxes will apply. All fees and programming subject to change.)
- MyVOLT.com Vehicle Connectivity
- Antenna, roof-mounted

##### *EXTERIOR*

- Wheels, 17" (43.2 cm) 5-spoke painted aluminum
- Tires, 215/55R17 all-season, blackwall, low rolling resistance
- Spoiler, rear
- Headlamps, bi-functional halogen projector with automatic exterior lamp control
- Lamp, LED center high-mounted stop/brake (CHMSL)
- Tail lamps, LED illumination
- Mirrors, outside heated power-adjustable, body-color, manual-folding with integrated turn signal indicators
- Glass, solar absorbing
- Wipers, front intermittent, variable with washers

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## 2013 Fleet/Non-Retail Chevrolet Volt 5dr HB 1RC68

### **STANDARD EQUIPMENT**

#### **STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1RC68 5dr HB**

##### *INTERIOR*

- Seats, front bucket with reclining seatbacks and adjustable head restraints
- Seat trim, Premium Cloth
- Seat adjusters, driver and front passenger manual, fore/aft, up/down and recline
- Seat, rear 40/40 split-folding
- Console, center, covered storage bin with dual cup holders
- Storage, covered, upper instrument panel
- Storage, open, located forward of shifter
- Power outlets, 3 auxiliary, 12-volt includes 1 in front center console, 1 in rear console and 1 in upper instrument panel storage bin
- Floor mats, carpeted front and rear
- Steering column, tilt and telescopic
- Steering wheel, comfort grip
- Steering wheel controls, mounted audio controls
- Instrumentation, 7" diagonal digital reconfigurable LCD screen includes Driver Information Center, compass and selectable efficiency gauge
- Display, center, 7" diagonal LCD touch screen
- Efficiency display screens with programmable charge times
- Driver mode control switch, Normal, Sport and Mountain modes
- Controls, center, touch-sensitive
- Mobile application, OnStar RemoteLink app requires compatible smartphone
- Charge control, programmable time of day with charging indicator light on instrument panel
- Keyless ignition, engaged with electronic push button start
- Windows, power with Express-Down on all, driver Express-Up with anti-pitch override
- Door locks, power programmable with delayed locking feature and lockout protection
- Keyless Access, passive unlock and lock on all doors and liftgate

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## 2013 Fleet/Non-Retail Chevrolet Volt 5dr HB 1RC68

### **STANDARD EQUIPMENT**

#### **STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1RC68 5dr HB**

- Remote Keyless Entry, extended range with remote start, panic button, door lock/unlock and charge port door control release
- Remote vehicle starter system
- Cruise control, electronic with set and resume speed, steering wheel mounted controls
- Universal Home Remote includes garage door opener, 3-channel programmable
- Stolen Vehicle Assistance
- OnStar Turn-by-Turn Navigation
- Air conditioning, single-zone automatic climate control
- Defogger, rear-window, electric
- Glovebox, passenger-side
- Storage, door panels, dedicated umbrella pocket and bottle holder
- Map pockets, driver and front passenger seatbacks
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors, covered, sliding
- Assist handles, 2, rear outboard with rear coat hooks
- Lighting, interior, ambient LED-based front reading lights, dome and cargo area lamp
- Console, rear, open storage bin with dual cup holders
- Storage, covered, dedicated for vehicle charging cord located in rear cargo area
- Cargo cover

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## 2013 Fleet/Non-Retail Chevrolet Volt 5dr HB 1RC68

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1RC68 5dr HB**

---

##### *MECHANICAL*

- Engine, Range Extender, 1.4L Internal Combustion Engine (83 hp [62 kW]), requires premium fuel
- Electric drive, Voltec (149 hp [111 kW] motoring power, 273 lb-ft of torque [370 N-m] motoring torque, 74 hp [55 kW] generating power)
- Front wheel drive
- Battery, Propulsion, Lithium-ion (16-kWh), Rechargeable Energy Storage System includes liquid thermal management system with active control
- Charge cord, 120-volt, portable
- Battery, 12-volt with Rundown Protection
- Suspension, front, MacPherson strut
- Suspension, rear semi-independent, compound crank
- Steering, Electric Power Steering (EPS) assist, variable for low to high speed maneuvers
- Brakes, 4-wheel antilock, 4-wheel disc, electro-hydraulic power with StabiliTrak, regenerative system
- Brake, parking, electric

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## 2013 Fleet/Non-Retail Chevrolet Volt 5dr HB 1RC68

### **STANDARD EQUIPMENT**

#### **STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1RC68 5dr HB**

##### **SAFETY**

- StabiliTrak, stability control system with brake assist includes Traction Control
- Tire inflation kit
- Daytime Running Lamps, LED illumination
- Air bags, dual-stage frontal, side-impact and knee for driver and front passenger and roof-rail side-impact for front and rear outboard seating positions includes Passenger Sensing System (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar, 3 years of Directions and Connections plan includes, Automatic Crash Response, Emergency Services, Crisis Assist, First Assist, Injury Severity Predictor, Stolen Vehicle Assistance, Stolen Vehicle Slowdown, Remote Ignition Block, Remote Door Unlock, Roadside Assistance, Remote Horn and Lights, Turn-by-Turn Navigation with OnStar eNav, Destination Download (requires navigation radio), OnStar Vehicle Diagnostics, Hands Free Calling and available OnStar RemoteLink mobile app. (Visit onstar.com for details and system limitations.)
- Automatic Crash Response
- Theft-deterrent system, anti-theft alarm with immobilizer
- Pedestrian friendly alert, driver activated horn chirp using turn signal lever
- Safety belts, 3-point, all seating positions includes front seat dual pretensioners
- Lockout switch, child, rear doors and windows, electronic control
- LATCH system (Lower Anchors and Top tethers for Children), for child safety seats
- Tire Pressure Monitor System

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# ***BID AWARD ANNOUNCEMENT***

# **12-20-0905**

*Effective Dates:*

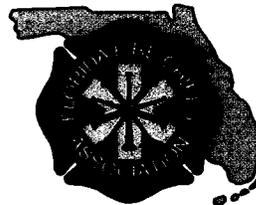
*November 1, 2012 - September 30, 2013*

## **PURSUIT, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS**

*Participating Sheriffs Offices & Local Governmental  
Agencies of the State of Florida*

*Coordinated By*

**The  
Florida Sheriffs Association,  
Florida Association of Counties &  
Florida Fire Chiefs' Association**



# MEMO



## FLORIDA SHERIFFS ASSOCIATION

P. O. Box 12519 • Tallahassee, FL 32317-2519  
PHONE (850) 877-2165 • FAX (850) 878-8665  
WEB SITE: [www.flsheriffs.org](http://www.flsheriffs.org)

DATE: November 1, 2012

TO: **ALL PROSPECTIVE PARTICIPANTS**

FROM: Steve Casey                      Lynn Meek                      Peggy Goff  
Executive Director              Vehicle Bid Coordinator              Vehicle Contract Manager

RE: **SHERIFFS' OFFICES & LOCAL GOVERNMENTAL AGENCIES  
OF THE STATE OF FLORIDA COOPERATIVE BID FOR  
PURSUIT, ADMINISTRATIVE, UTILITY VEHICLES, TRUCK & VANS  
Bid No. 12-20-0905**

We are pleased to announce that the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association has successfully conducted its 20th statewide competitive bid for vehicles which includes police pursuit, administrative, utility vehicles, trucks & vans. **This contract is effective beginning November 1, 2012 through September 30, 2013, as long as vehicles are available through fleet.**

Bids will be extended and guaranteed to any and all units of local governments and political subdivisions including, but not limited to, county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at [lmeek@flsheriffs.org](mailto:lmeek@flsheriffs.org). This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

Also, when purchasing options, as required in Part A, Section 7, dealers are required to offer some discount below manufacturer's standard retail pricing (MSRP) for any factory add options.

***All interested parties who wish to purchase from this contract may do so by following these simple procedures:***

### **ORDERING INSTRUCTIONS**

1. Contact the awarded dealership (see pages 34-36) listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. 12-20-0905**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase.**

Agencies ordering a FORD, GENERAL MOTORS, CHRYSLER, or TOYOTA product, please be advised that you must use the appropriate FIN CODE/FAN CODE for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN CODE/FAN CODE as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

<b>Manufacturer</b>	<b>Type Code</b>	<b>FSA Code</b>	<b>Fleet Center Contact Numbers</b>	
FORD	FIN CODE	QE065	1-800-34-FLEET	(1-800-343-5338)
GENERAL MOTORS	FAN CODE	917872	1-800-FLEET OP	(1-800-353-3867)
CHRYSLER	FAN CODE	49313	1-800-999-FLEET	(1-800-999-3533)
TOYOTA	FIN CODE	GE159	1-800-732-2798	

2. **YOU MUST send a copy of the original purchase order (including FSA's Contract No. 12-20-0905) submitted to the participating dealer by mail or electronically to:**

**Florida Sheriffs Association**  
P. O. Box 12519  
Tallahassee, Florida 32317-2519  
ATTN: Lynn Meek, Cooperative Bid Coordinator  
lmeek@flsheriffs.org

3. **Basic information required on all purchase orders** is listed on Page 37 of this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. **The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time frame and request its issuance.**

**NOTE:** Purchasers are reminded that the issuance of a Purchase Order does not in itself guarantee the placement of an order.

4. Agencies which elect to purchase off this contract will incur the following Administrative Fees:
- **Pursuit, Administrative, Utility Vehicles, Trucks & Vans** – Dealers have included a one-half percent (.005) administrative fee in the base price and all add options that are listed. The one-half percent (.005) will also be included in any additional equipment (add options) which the dealers quote to the governmental agencies.
5. In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at lmeek@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.
6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific dealer. Superscripts will be a number between 1 and 4, and will correspond as follows:

- 1 = Western zone dealer
- 2 = Northern zone dealer
- 3 = Central zone dealer
- 4 = Southern zone dealer

If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numerical number that applies to their awarded zones. For example, if a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

**Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer's model with a slightly different engine size or horsepower, and as such, will not be made available for purchase separate from the base vehicle.**

**IMPORTANT NOTE:** The manufacturers have announced that they will be producing limited quantities of pursuit vehicles this year and that orders would be processed on a first come first serve basis while quantities last. **To be on the safe side, we are advising all agencies to place their orders for pursuit vehicles as soon as possible to ensure delivery of product.**

The Florida Sheriffs Association's, Florida Association of Counties' and Florida Fire Chiefs' Association's bid award for full size (pursuit and administrative), mid size (pursuit and administrative), utility vehicles, trucks and vans are as follows (zones indicated with a ★ = specification low bid for Bid 12-20-0905):

## OVERVIEW OF AWARDED SPECIFICATIONS

Name of Dealership	Type of Vehicle	Zone	Base Price
<b><u>FULL SIZE PURSUIT VEHICLES - RWD (POLICE PACKAGE) (Specification #01)</u></b>			
Stingray Chevrolet	Chevrolet Caprice (1EW19/1SB/PPV)	Western	\$26,031.00
Stingray Chevrolet	Chevrolet Caprice (1EW19/1SB/PPV)	Northern	\$25,924.00
Stingray Chevrolet	Chevrolet Caprice (1EW19/1SB/PPV)	Central	\$25,798.00
Stingray Chevrolet	Chevrolet Caprice (1EW19/1SB/PPV)	Southern	\$25,924.00
Maroone Chrysler Dodge Jeep Ram	Dodge Charger (LDDE48)	★ Western	\$21,216.00
Maroone Chrysler Dodge Jeep Ram	Dodge Charger (LDDE48)	★ Northern	\$21,216.00
Maroone Chrysler Dodge Jeep Ram	Dodge Charger (LDDE48)	★ Central	\$21,216.00
Maroone Chrysler Dodge Jeep Ram	Dodge Charger (LDDE48)	★ Southern	\$21,216.00
<b><u>FULL SIZE PURSUIT VEHICLES - FWD OR AWD (POLICE PACKAGE) (Specification #02)</u></b>			
Duval Ford	Ford Interceptor (P2L)	Western	\$21,872.00
Duval Ford	Ford Interceptor (P2L)	Northern	\$21,468.00
Duval Ford	Ford Interceptor (P2L)	Central	\$21,872.00
Duval Ford	Ford Interceptor (P2L)	Southern	\$21,872.00
Duval Ford	Ford Interceptor (P2M)	Western	\$22,876.00



**FLORIDA SHERIFFS ASSOCIATION,  
FLORIDA ASSOCIATION OF COUNTIES &  
FLORIDA FIRE CHIEFS' ASSOCIATION**

**ELECTRIC ADMINISTRATIVE VEHICLES  
SPECIFICATION #9**

**2013 Chevrolet Volt (1RC68)**

The Chevrolet Volt (1RC68) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$37,659.00	\$37,259.00	\$37,148.00	\$37,150.00

While the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	Volt (1RC68)			
<b>DEALER:</b>	Rountree-Moore Chevrolet	Rountree-Moore Chevrolet	Stingray Chevrolet	Maroone Chevrolet, LLC
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$37,659.00	\$37,259.00	\$37,148.00	\$37,150.00

Order Code	Delete Options	Western & Northern Central	Southern	
	Front and rear floor mats	NA	NA	NA

Order Code	Add Options	Western & Northern Central	Southern	
------------	-------------	-------------------------------	----------	--

**Please refer to Part D - Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.**

	Solar panel package	NA		NA
PCQ <sup>1</sup>	Vehicle upgrade package - specify	\$1,394.00 <sup>1</sup>	\$1,394.00 <sup>2</sup>	NA
PCQ <sup>2</sup>	<i>Premium Trim Pkg - Leather Seats<sup>1</sup></i> <i>PREMIUM TRIM<sup>2</sup></i>			
PCM <sup>1</sup>	Seat trim upgrade - specify	\$274.00 <sup>1</sup>	\$274.00 <sup>2</sup>	\$1,394.00 <sup>3</sup>
PCM <sup>2</sup>	<i>Comfort Pkg. -Heated Front Seats<sup>1</sup></i>			
PCQ <sup>3</sup>	<i>heated front seats<sup>2</sup></i> <i>Premium Trim Package--includes leather, heated front seats, rear armrest<sup>3</sup></i>			
RWW <sup>1</sup>	Storage organizer	\$109.00 <sup>1</sup>	\$69.00 <sup>2</sup>	NA
CNET <sup>2</sup>	<i>Rear Seat Storage / Barrier<sup>1</sup></i> <i>cargo net<sup>2</sup></i>			
UHQ <sup>1</sup>	Navigation system	\$1,389.00 <sup>1</sup>	\$1,389.00 <sup>2</sup>	\$894.00 <sup>3</sup>
UHQ <sup>2</sup>	<i>REq. &amp; Includes: UQA (Bose Speaker System)<sup>1</sup></i>			
UHQ <sup>3</sup>	<i>Incl required UQA speaker upgrade<sup>2</sup></i>			
	Satellite radio	Std	Std	Std
	"Blue Tooth" connectivity	Std	Std	Std
UVC <sup>1</sup>	Rear view camera	\$574.00 <sup>1</sup>	\$574.00 <sup>2</sup>	Std <sup>3</sup>
V7X <sup>2</sup>	<i>Included in Option V7X (Enhanced Safety Package 1)<sup>1</sup></i>			
UVC <sup>3</sup>	<i>Included and only available with V7X<sup>3</sup></i>			
	Cruise control	Std	Std	Std
	Tilt steering wheel	Std	Std	Std
	Split folding rear seat	Std	Std	Std
3K <sup>1</sup>	Third key	\$238.00 <sup>1</sup>	\$169.00 <sup>2</sup>	\$125.00 <sup>3</sup>
3K <sup>2</sup>				
3K <sup>3</sup>				
R/V-S <sup>1</sup>	Vent visors - stick-on style	\$159.00 <sup>1</sup>	NA	\$145.00
	<i>Call for Availability<sup>1</sup></i>			
R/V-F <sup>1</sup>	Rainshields - flange style	\$168.00 <sup>1</sup>	NA	\$165.00
	<i>Call for Availability<sup>1</sup></i>			
	Splash guards	NA	NA	NA
	Full size spare tire and rim (shipped loose in trunk)	NA	NA	NA

VEHICLE:	Volt (1RC68)				
DEALER:	Rountree-Moore Chevrolet	Rountree-Moore Chevrolet	Stingray Chevrolet	Maroone Chevrolet, LLC	
ZONE:	Western	Northern	Central	Southern	
BASE PRICE:	\$37,659.00	\$37,259.00	\$37,148.00	\$37,150.00	
NITRO <sup>1</sup> NFILL <sup>2</sup>	Nitrogen filled tires including spare tire		\$98.00 <sup>1</sup>	\$60.00 <sup>2</sup>	\$100.00
PSTR <sup>1</sup>	Pin stripes		\$48.00 <sup>1</sup>	\$125.00	NA
DEG <sup>1</sup>	Door edge guard		\$39.00 <sup>1</sup>	\$125.00	NA
	Body side moldings		NA	NA	NA
VK3 <sup>1</sup> VK3 <sup>2</sup> VK3 <sup>3</sup>	Front license bracket		\$14.00 <sup>1</sup>	\$14.00 <sup>2</sup>	\$14.00 <sup>3</sup>
TINT <sup>1</sup> TINT <sup>2</sup>	Legal deep window tint film (may be dealer installed) <i>Legal Tint on Rear &amp; All Side Door Glass</i> <sup>1</sup>		\$278.00 <sup>1</sup>	\$250.00 <sup>2</sup>	\$175.00
COMP/STND <sup>1</sup> V7Y <sup>2</sup> PCM <sup>3</sup>	Optional equipment - specify <i>Laptop Pkg: Base, Pole with Tilt/Swivel</i> <sup>1</sup> <i>Safety Pkg #2 incld forward collision alert; requires V7X</i> <sup>2</sup> <i>Comfort Package</i> <sup>3</sup>		\$663.00 <sup>1</sup>	\$594.00 <sup>2</sup>	\$274.00 <sup>3</sup>
VQ605 <sup>2</sup> V7X <sup>3</sup>	Optional equipment - specify <i>Retail allocation spec delivery</i> <sup>2</sup> <i>Safety Package #1</i> <sup>3</sup>		NA	\$1,170.00 <sup>2</sup>	\$574.00 <sup>3</sup>
V7Y <sup>3</sup>	Optional equipment - specify <i>Safety Package #2</i> <sup>3</sup>		NA	NA	\$594.00 <sup>3</sup>
RWJ <sup>3</sup>	Optional equipment - specify <i>Car Cover</i> <sup>3</sup>		NA	NA	\$364.00 <sup>3</sup>
UQA <sup>3</sup>	Optional equipment - specify <i>Bose Premium Speaker System</i> <sup>3</sup>		NA	NA	\$494.00 <sup>3</sup>
TEMP <sup>1</sup> TTAG <sup>2</sup>	Temporary tag		\$29.00 <sup>1</sup>	\$25.00 <sup>2</sup>	\$137.00
TRANS <sup>1</sup> TTRANS <sup>2</sup>	Transfer existing registration (must provide tag number)		\$127.00 <sup>1</sup>	\$180.00 <sup>2</sup>	\$175.00
TAG <sup>1</sup> TAGNEW <sup>2</sup>	New state tag (specify state, county, city, sheriff, etc.)		\$179.00 <sup>1</sup>	\$235.00 <sup>2</sup>	\$200.00
	Maintenance Plan - specify		NA	NA	
	Maintenance Plan - specify		NA	NA	
	Maintenance Plan - specify		NA	NA	
MG 5/100 <sup>2</sup> Major Guard \$0 Deductible <sup>3</sup>	Warranty - specify <i>add \$1775 for use by emergency services</i> <sup>2</sup> <i>GMPP--5 years/75,000 miles</i> <sup>3</sup>		NA	\$1,570.00 <sup>2</sup>	\$2,255.00 <sup>3</sup>
MG 6/100 <sup>2</sup> Major Guard \$0 Deductible <sup>3</sup>	Warranty - specify <i>add \$1775 for use by emergency services</i> <sup>2</sup> <i>GMPP--4 years/100,000 miles</i> <sup>3</sup>		NA	\$1,885.00 <sup>2</sup>	\$2,615.00 <sup>3</sup>
Major Guard \$0 Deductible <sup>3</sup>	Warranty - specify <i>GMPP--5 years/100,000 miles</i> <sup>3</sup>		NA	NA	\$2,870.00 <sup>3</sup>



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2011 Chevrolet Volt cargo area

WALLPAPER <http://media.caranddriver.com/images/11q2/400151/2011>

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90 km/h  
MAX  
85 mph

+ open to share

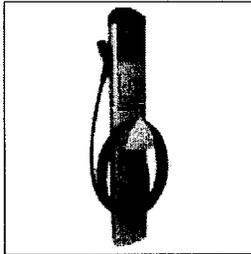




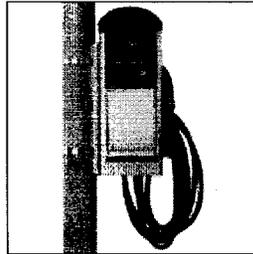
## CHARGEPOINT NETWORKED CHARGING STATION INSTALLATION OPTIONS

Both the CT1000 and CT2000 ChargePoint Networked Charging Stations are available in three mounting configurations:

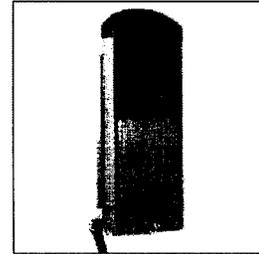
**BOLLARD**



**POLE MOUNT**



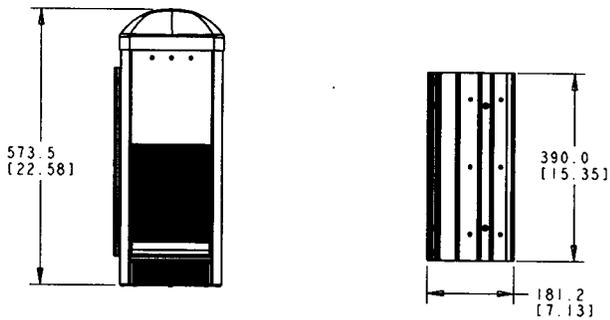
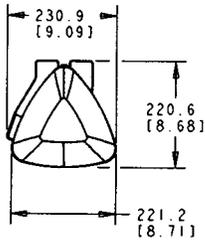
**WALL MOUNT**



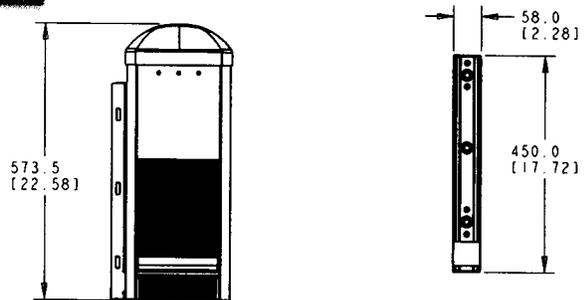
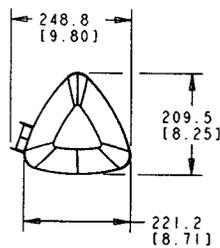
	CT1000 FAMILY	PRELIMINARY SPECIFICATIONS CT2000 FAMILY
Charging Connection	NEMA 5-20	NEMA 5-20 and SAE J1772™ Document (plug on 5m cable)
AC Charging Power Output	1.9kW (120V @ 16A) Level 1	7.2kW (240V @ 30A) - Level 2 and 1.9kW (120V @ 16A) - Level 1
AC Power Input; Connections	120V 16A Single Phase; Line, Neutral, and Earth	208/240V 30A; Line1, Line2 and 120V 16A; Line, Neutral, Earth (5 wire)
Recommended Service Panel Breaker	20A breaker on dedicated circuit	40A dual breaker and 20A single breaker on dedicated circuits
Recommended Service Panel GFCI	None. Do not provide GFCI at service panel as it can conflict with integral GFCI.	
Integral Hardware GFCI	5mA CCID with self test and auto retry (15 min delay, 3 tries)	Level 2, 20mA and Level 1, 5mA CCID with self test and auto retry (15 min delay, 3 tries)
Automatic Plug-Out Detection	Programmable arm and trip current thresholds (patent pending)	
Power Measurement	1% @ 5 min interval; ANSI C12 capable (special order)	
Local Area Network	2.4GHz 802.15.4 dynamic mesh network	
Wide Area Network	Commercial CDMA or GPRS cellular data network	
Network Communication Protocol	TCP/IP	
Network Security	HTTPS; 128-bit AES Encryption	
Maximum Charging Stations per 802.15.4 Radio Group	100 Each charging station must be within 150 feet of at least one other station	
Smart Card Reader	ISO 15693 compliant	
Standby Power	5W typ.	
Outdoor Rated	NEMA 3R per NEMA 250-1997	
Safety Compliance	NRTL Tested; GFCI per UL 2231-1 and -2; Meets UL 2202; NEC Article 625 Compliant	
Surge Protection	6kV @ 3,000A In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.	
EMI Compliance	FCC Part 15 Level A	
Operating Temperature	-30° C to +50° C	
Operating Humidity	Up to 95%	
Voltage and Current Rating	120VAC @ 16A	208/240VAC @ 30A and 120VAC @ 16A
Terminal Block Temperature Rating	100° C	
Approximate Shipping Weights	Bollard (CT1001) 50lb / 23kg Pole Mount (CT1002) 30lb / 14kg Wall Mount (CT1003) 33lb / 15kg	Bollard (CT2001) 60lb / 27kg Pole Mount (CT2002) 40lb / 19kg Wall Mount (CT2003) 43lb / 20kg

## MECHANICAL DRAWINGS CT1000 FAMILY

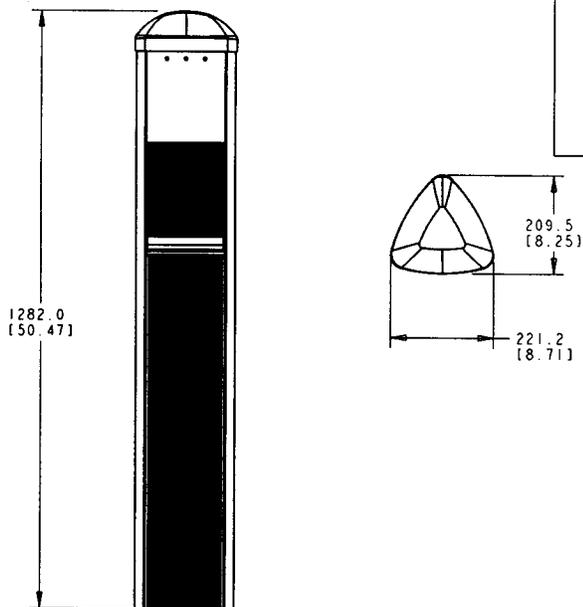
### WALL MOUNT (CT1003)



### POLE MOUNT (CT1002)



### BOLLARD (CT1001)



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To: Honorable Mayor and Village Council

Date: December 31, 2012

From: Ron E. Williams, Village Manager

Re: Sidewalk Improvements

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AN EXISTING AGREEMENT WITH WRANGLER CONSTRUCTION FOR SIDEWALK IMPROVEMENTS OF PUBLIC SIDEWALKS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000 TO CONTINUE SIDEWALK IMPROVEMENTS IN FY 2012-13; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

In response to the Village's multimodal needs, the Department of Public Works in conjunction with the Corradino Group developed the Palmetto Bay Bicycle and Pedestrian Master Plan (BPMP) in 2009. One of the objectives set forth in the plan was to create a link between the existing Village sidewalks with the overall County sidewalk system, coupled with the Village's municipal circulator routes connected with the Busway. The improvement of existing sidewalks and the construction of new sidewalks will continue to make Palmetto Bay a model for intermodal suburban communities in Miami-Dade County.

The Village of Palmetto Bay accepted the final report and recommendations of the Safe Routes to School Program prepared by the Corradino Group. The Safe Routes to School (SRTS) Program is a national program that was developed to encourage children to walk and bicycle to school. Safe routes coupled with the Villages municipal circulator routes further extend the intermodal connectivity in the community. A neighborhood like Palmetto Bay, which is suburban residential, low density and low traffic interior to the neighborhoods, is an ideal setting for walking and/or biking to school. The SRTS program is geared towards encouraging elementary and middle school students to walk to school. Additionally, the report developed as a result of this effort serves as the Non-Motorized component of the Village's Transportation Element to the Comprehensive Plan. The improvement of existing sidewalks and the construction of new sidewalks will be concentrated on fulfilling the needs

of elementary and middle school students for walking and/or biking to school by improving the sidewalk near and around their schools.

The BPMP and SRTS plans provide an overall blueprint of sidewalk connectivity improvement projects to connect the various points of interest and potential traffic generators, like parks and schools. The BPMP was linked to the SRTS plan thus creating a list of prioritized improvements that make bicycling and walking safer for students, and families that traverse the Village's transportation network.

Each year, the Department of Public Works continues its efforts to improve upon the overall condition and quality of existing sidewalks to provide a safe pathway for pedestrian travel. The Village has an ongoing sidewalk maintenance program to target damaged sidewalks, curbing and Americans with Disabilities Act (ADA) ramps within the public right-of-ways in need of repair and replacement. Through resident input and visual inspections by Public Works staff, sidewalk imperfections are identified and prioritized for repair or replacement.

A competitive bid process was followed for construction services for Sidewalk Improvements with the issuance of Invitation to Bid No. 2011-PW-102. As per Resolution No. 2011-17, adopted April 4<sup>th</sup>, 2011, the Village of Palmetto Bay Council approved the selection of Wrangler Construction, Inc. to provide construction services for Sidewalk Improvements for a period of three (3) years with the option the renew one (1) additional twelve (12) month period. In Fiscal Year 2010-2011 the Village expended \$50,000 and \$50,000 in Fiscal Year 2011-2012 on sidewalk installation and improvements.

The Department of Public Works recommends that it is in the best interest of the Village to continue the contract with Wrangler Construction Inc., which submitted the lowest, most inclusive and responsive bid to provide construction services for sidewalk improvements in accordance with Invitation to Bid No. 2011-PW-102. The Administration is requesting authorization from the Village Council to proceed with Wrangler Construction, Inc. to provide construction services for sidewalk improvements in Fiscal Year 2012-2013.

**FISCAL/BUDGETARY IMPACT:**

The Village budgets this item under "Special Revenue Fund- Sidewalks" for an amount not to exceed \$50,000 in Fiscal Year 2012-2013.

**RECOMMENDATION:**

Approval is recommended.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AN EXISTING AGREEMENT WITH WRANGLER CONSTRUCTION FOR SIDEWALK IMPROVEMENTS OF PUBLIC SIDEWALKS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000 TO CONTINUE SIDEWALK IMPROVEMENTS IN FY 2012-13; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in response to the Village's needs, the Department of Public Works in conjunction with the Corradino Group developed the Palmetto Bay Bicycle and Pedestrian Master Plan; and

**WHEREAS**, one of the objectives set forth in the Bicycle and Pedestrian Master Plan is to create a link between the existing Village sidewalks with the overall County sidewalk system which borders Palmetto Bay boundaries, coupled with the Village's municipal circulator routes connected with the Busway; and

**WHEREAS**, the improvement of existing sidewalks and the construction of new sidewalks will make Palmetto Bay a model for intermodal suburban communities in Miami-Dade County; and

**WHEREAS**, the Village of Palmetto Bay accepted the final report and recommendations of the Safe Route to School Program prepared by the Corradino Group; and

**WHEREAS**, the improvement of existing sidewalks and the construction of new sidewalks will be concentrated on fulfilling the needs of elementary and middle school students for walking and/or biking to school by improving the sidewalk near and around their schools; and

**WHEREAS**, each year, the Department of Public Works continues its efforts to improve upon the overall condition and quality of existing sidewalks to provide a safe pathway for pedestrian travel; and

**WHEREAS**, a competitive bid process was followed for construction services for Sidewalk Improvements with the issuance of Invitation to Bid No. 2011-PW-102; and

**WHEREAS**, as per Resolution No. 2011-17, adopted April 4<sup>th</sup>, 2011, the Village of Palmetto Bay Council approved the selection of Wrangler Construction, Inc. to provide construction services for Sidewalk Improvements for a period of three (3) years with the option the renew one (1) additional twelve (12) month period; and

**WHEREAS**, in Fiscal Year 2010-11 the Village expended \$50,000 and \$50,000 in Fiscal Year 2011-12 on sidewalk installation and improvements; 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 agreement with Wrangler Construction, Inc. to provide sidewalk improvements in Fiscal Year 2012-13 in an amount not to exceed \$50,000.

**Section 2.** This Resolution shall become effective immediately.

PASSED AND ADOPTED this \_\_\_\_\_ day of January, 2013.

Attest: \_\_\_\_\_  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

APPROVED AS TO FORM:

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

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor John Dubois \_\_\_\_\_

Mayor Shelley Stanczyk \_\_\_\_\_

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**RESOLUTION NO. 2011-66**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AN EXISTING AGREEMENT WITH WRANGLER CONSTRUCTION FOR SIDEWALK MAINTENANCE, REPAIR, AND IMPROVEMENTS OF PUBLIC SIDEWALKS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,805.00 TO CONTINUE SIDEWALK IMPROVEMENTS IN FY 2011-12; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, one of the objectives set forth in the Bicycle and Pedestrian Master Plan is to create a link between the existing Village sidewalks with the overall County system which borders Palmetto Bay on both the east and west boundaries, coupled with the Village's municipal circulator routes connected with the Busway; and,

**WHEREAS**, safe routes coupled with the Village's municipal circulator routes further extend the intermodal connectivity in the community; and,

**WHEREAS**, the improvement of existing sidewalks and the construction of new sidewalks will be concentrated on fulfilling the needs of elementary and middle school students for walking and/or biking to school by improving the sidewalk near and around their schools; and,

**WHEREAS**, each year, the Department of Public Works continues its efforts to improve upon the overall condition and quality of existing sidewalks to provide a safe pathway for pedestrian travel; and,

**WHEREAS**, a competitive bid process was followed for construction services for Sidewalk Improvements with the issuance of Invitation to Bid No. 2011-PW-102; and,

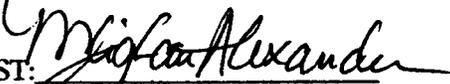
**WHEREAS**, as per Resolution No. 2011-17, adopted April 4<sup>th</sup>, 2011, the Village of Palmetto Bay Council approved the selection of Wrangler Construction, Inc. to provide construction services for Sidewalk Improvements for a period of three (3) years with the option to renew for one (1) additional twelve (12) month period; 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 continue the agreement with Wrangler Construction Inc. for sidewalk improvements in the Village of Palmetto Bay in an amount not to exceed \$50,805.

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

1  
2 **PASSED and ADOPTED** this 7<sup>th</sup> day of November, 2011.  
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6 ATTEST:   
7 Meighan Alexander  
8 Village Clerk  
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Shelley Stanczyk  
Mayor

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11 APPROVED AS TO FORM:  
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14 \_\_\_\_\_  
15 Eve A. Boutsis,  
16 FIGUEREDO & BOUTSIS, P.A.,  
17 As Office of the Village Attorney  
18  
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21 FINAL VOTE AT ADOPTION:  
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23 Council Member Patrick Fiore YES  
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25 Council Member Howard J. Tendrich YES  
26  
27 Council Member Joan Lindsay YES  
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29 Vice-Mayor Brian W. Pariser YES  
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31 Mayor Shelley Stanczyk. YES  
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**RESOLUTION NO. 2011-17**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SIDEWALK IMPROVEMENTS; AUTHORIZING WRANGLER CONSTRUCTION INC. TO PROVIDE SIDEWALK IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in response to the Village's needs, the Department of Public Works in conjunction with the Corradino Group developed the Palmetto Bay Bicycle and Pedestrian Master Plan; and,

**WHEREAS**, one of the objectives set forth in the Bicycle and Pedestrian Master Plan is to create a link between the existing Village sidewalks with the overall County system which borders Palmetto Bay on both the east and west boundaries, coupled with the Village's municipal circulator routes connected with the Busway; and,

**WHEREAS**, the Department of Public Works is continuing to improve the overall condition and quality of the existing sidewalks to provide a safe pathway for pedestrian travel; and,

**WHEREAS**, a competitive bid process was followed for construction services for sidewalk improvements with the issuance of Invitation to Bid No. 2011-PW-102; and,

**WHEREAS**, after a thorough analysis of the responses, the Village Administration recommend that Wrangler Construction Inc. was the lowest, most inclusive and responsive bid; and,

**WHEREAS**, the base bid consists of replacement of 1,000 linear feet of 4' x 5' sidewalk and replacement of 200 linear feet of 6' x 5' sidewalk; and,

**WHEREAS**, the Department of Public Works recommends that it is in the best interest of the Village to establish a contract with Wrangler Construction Inc., which submitted the lowest, most inclusive and responsive bid to provide the requested sidewalk improvements in accordance with Invitation to Bid No. 2011-PW-102; and,

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

**Section 1:** The Village Manager is authorized to enter into an agreement with Wrangler Construction Inc. regarding sidewalk improvements for the Village of Palmetto Bay in an amount not to exceed \$50,000.

1 **Section 2:** This resolution shall take effect immediately upon approval.  
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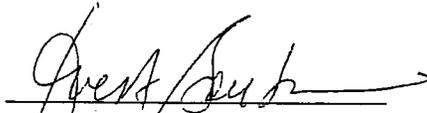
4 **PASSED** and **ADOPTED** this 4th day of April, 2011.  
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9 ATTEST

  
10 Meighan Alexander  
11 Village Clerk  
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13 Shelley Stanczyk  
14 Mayor  
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16 **READ AND APPROVED AS TO FORM:**  
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18 Eye Boutsis  
19 Village Attorney  
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24 **FINAL VOTE AT ADOPTION:**  
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26 Mayor Shelley Stanczyk YES  
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28 Vice Mayor Brian W. Pariser YES  
29  
30 Council Member Patrick Fiore YES  
31  
32 Council Member Howard J. Tendrich YES  
33  
34 Council Member Joan Lindsay YES  
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**AGREEMENT ("CONTRACT")**

**BETWEEN OWNER AND CONTRACTOR**

THIS CONTRACTOR is dated as of the 20<sup>th</sup> day of April, in the year 2011, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the "OWNER" or VILLAGE"), and Wrangler Construction Inc. (hereinafter sometimes called the "CONTRACTOR").

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

Sidewalk Improvements for the Village (Contract No.2011-PW-102) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to provide sidewalk improvements in the Village of Palmetto Bay.

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

**VILLAGEWIDE SIDEWALK IMPROVEMENTS**

**Article 2. CONTRACT TIME.**

- 2.1 The Work will be completed within 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.21 of the General Conditions.
- 2.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 3.1 above. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Two\* Hundred and Fifty and 00/100 dollars (\$250.00) for each day that expires after the time specified in Paragraph 3.1 for Final Completion. Liquidated damages shall be deducted from

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\* Corrected as per Addendum No. 1 Dated February 23<sup>rd</sup>, 2011

the CONTRACTOR's Final Application for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

**Article 3. CONTRACT PRICE.**

- 3.1 The contractor warrants by virtue of bidding that prices quoted shall remain fixed and firm during the term of this contract.
- 3.2 The estimated expenditures for this contract are twenty-five thousand dollars (\$25,000). This is an estimated amount; however, the Village may increase or reduce the amount of this contract based on availability of budgeted funds. The total estimated expenditures include the budget for the Public Works Department right of way and swale maintenance.

Contract Price: \$18,500.00

Contract Price (in words): Eighteen Thousand Five Hundred

**Article 4. PAYMENT PROCEDURES.**

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

- 4.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Village of Palmetto Bay, on or before the 28th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 2.8 of the Special Conditions and the requirements of the Contract Documents.
  - 4.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 4.2. Final Payment. Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as following written final acceptance of work as provided in said paragraph 2.8 of the Special Conditions.

**Article 5. INTEREST.** Not Applicable

## Article 6. CONTRACTOR'S REPRESENTATIONS.

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

- 6.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
  
- 6.2. The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this

information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Village.

#### **Article 7. CONTRACT DOCUMENTS.**

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

- 7.1. This Contract (pages C-1 to C-6, inclusive)
- 7.2. Exhibits to this Contract
- 7.3. Bid Forms and Bid Bonds (Performance and Payment)
- 7.4. Notice of Intent to Award
- 7.5. Notice to Proceed
- 7.6. General Conditions (pages GC-1-GC-14, inclusive)
- 7.7. Special Conditions (pages SC-1-SC-13, inclusive)
- 7.8. Scope of Work (Pages SW-1-SW-2, inclusive)
- 7.9. Specifications and Special Provisions (pages SP-1-SP-5, inclusive)
- 7.10. Addenda
- 7.11. CONTRACTOR'S BID
- 7.12. Documentation submitted by CONTRACTOR prior to Notice of Intent to Award
- 7.13. Any Modifications, including Change Orders, duly delivered after execution of the Contract.
- 7.14. Advertisement for Bid.

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

## Article 8. MISCELLANEOUS

- 8.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4. This Contract may be executed in counterparts.
- 8.5. Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.
- 8.6. The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.
- 8.7. OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

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

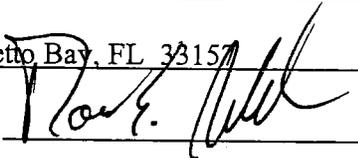
**OWNER**

Village of Palmetto Bay

**ADDRESS**

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

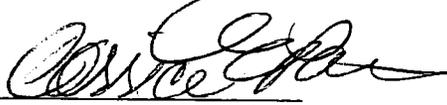
BY 

Ron E. Williams

Print Name

Village Manager

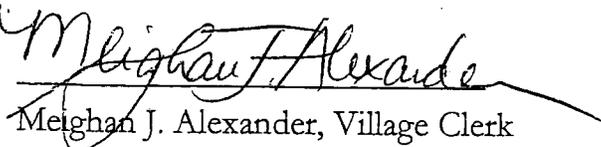
Title

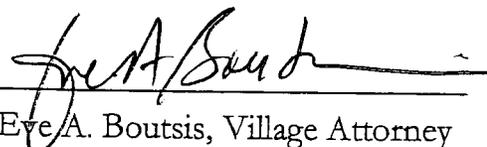
WITNESS 

Corrice E. Patterson

Print Name

(CORPORATE SEAL)

  
Meighan J. Alexander, Village Clerk

  
Eve A. Boutsis, Village Attorney

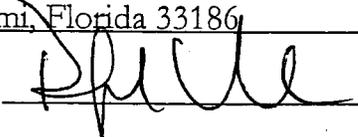
**CONTRACTOR**

Wrangler Construction, Inc.

**ADDRESS**

12855 SW 136 Avenue #206

Miami, Florida 33186

BY 

Rafael A. Quesada

Print Name

President

Title

WITNESS 

Carla Quesada

Print Name

(CORPORATE SEAL)



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February 23, 2011

To: All Interested Parties

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

Re: Bid Solicitation 2011-PW-102  
Villagewide Sidewalk Improvements

**ADDENDUM NO. 1**

*Jose De Corcho* from *Wrangler Construction, Inc.* submitted the following question:

**Question:**

The following seem to be discrepancies in the published documents for the subject invitation to bid:

Part I:

Referring to the next two (2) paragraphs reproduced from the bid documents, the Instructions to Bidders call for a Bid Security, however, it refers us to the General Conditions for its requirement. We assume that since the estimated budget for this project is less than \$50,000, there will be no need for a bid security bond. Please advise.

**INSTRUCTIONS TO BIDDERS**

**6. BID SECURITY**

6.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 1.26 of the General Conditions.

**SECTION 1 - GENERAL CONDITIONS**

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

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

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

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

Part II:

If there are liquidated damages, please specify which of the two (2) amounts below will apply:

**AGREEMENT BETWEEN OWNER AND CONTRACTOR: ARTICLE 2 - CONTRACT TIME**

**2.2. Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 3.1 above. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Seven Hundred and Fifty and 00/100 dollars (\$250.00) for each day that expires after the time specified in Paragraph 3.1 for Final Completion Liquidated damages shall be deducted.

**Response:**

Part I: Contractors are not required to submit a Bid Security nor a Bid Bond. However at time of award contractor is required to provide a Performance Bond and a Labor and Payment Bond.

Part II: The amount for Liquidated Damages is Two Hundred and Fifty and 00/100 Dollars (\$250.00) for each day that expires after the time specified in Paragraph 3.1 for Final Completion Liquidated damages shall be deducted.

**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



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Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 1

Amendment of RFQ No.: 2011-PW-102

Title of Bid: Villagewide Sidewalk Improvements

Name of  
Proposer \_\_\_\_\_

WRANGLER CONSTRUCTION, INC.

Date Addendum  
Received \_\_\_\_\_

24 FEB 11

Total Pages of Addendum including Acknowledgement

3

Signature \_\_\_\_\_

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

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

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO	3888
RECIPIENT ADDRESS	3059695091
DESTINATION ID	
ST. TIME	02/28 11:37
TIME USE	00'24
PAGES SENT	1
RESULT	OK



Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7 day of April, 2011.

Witness: [Signature]  
Principal Carla Lusader  
WRANGLER CONSTRUCTION, INC.

Witness: [Signature]  
Surety SURETEC INSURANCE COMPANY

By: [Signature]  
Name: Rafael Quenda  
(Print)  
Title: President

By: [Signature]  
Name: BRETT ROSENHAUS  
(Print)  
Title: ATTORNEY IN FACT

Address: 12855 SW 136 AVE., STE. 206

Address: 952 ECHO LN., STE. 450

Village of Palmetto Bay, Florida  
Villagewide Sidewalk Improvements  
Bid No. 2011-PW-102

## LABOR AND MATERIAL PAYMENT BOND

BOND NO. 8108082

**PROJECT TITLE:** Villagewide Sidewalk Improvements (the "Project")  
**CONTRACTOR:** WRANGLER CONSTRUCTION, INC.  
**CONTRACT NO:** 2011-PW-102 **CONTRACT DATED:**

STATE OF § FLORIDA  
§  
COUNTY OF § MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we WRANGLER CONSTRUCTION, INC.,  
12855 SW 136 AVE., STE. 206 of the City of MIAMI County of MIAMI-DADE, State  
MIAMI, FL 33186 OF FLORIDA, as Principal, and SURETY INSURANCE COMPANY, 952 ECHO LN., STE. 450, HOUSTON, TX 77024, a corporation, authorized,  
licensed and admitted to do business under the laws of the State of Florida, as Surety, are held  
and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of  
\$ 18,500.00 for the payment of which Principal and Surety bind ourselves our heirs,  
personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

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

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

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

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

Village of Palmetto Bay, Florida  
Villagewide Sidewalk Improvements  
Bid No. 2011-PW-102

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument  
this 7 day of April, 2011.

Witness: [Signature]

Witness: [Signature]

Principal WRANGLER CONSTRUCTION, INC.

Surety SURETEC INSURANCE COMPANY

By: [Signature]

By: [Signature]

Name: Rafael Ouesada  
(Print)

Name: BRETT ROSENHAUS  
(Print)

Title: President

Title: ATTORNEY IN FACT

Date: 4/7/2011

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

Address: 12855 SW 136 AVE., STE. 206, MIAMI, FL 33186

Address: 952 ECHO LN., STE. 450, HOUSTON, TX 77024

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

Name: BRETT ROSENHAUS

Address: 4000 S. 57TH AVE., STE. 201, LAKE WORTH, FL 33463

Phone: 561-432-5550

END OF SECTION

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Brett Rosenhaus

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 9/30/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

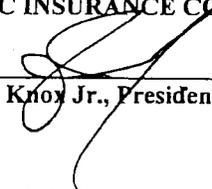
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

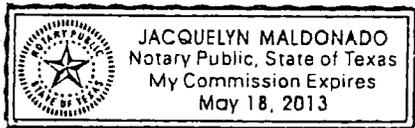
SURETEC INSURANCE COMPANY

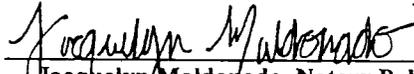
By:   
John Knox Jr., President



State of Texas ss:  
County of Harris

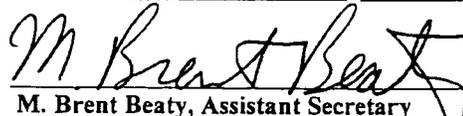
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

  
M. Brent Beaty, Assistant Secretary

W9 FORM

Form **W-9**  
 (Rev. October 2007)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

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

Print or type  
 See specific instructions on page 2.

Name (as shown on your income tax return)  
**Wrangler Construction Inc.**

Business name, if different from above

Check appropriate box:  Individual/sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership)  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**12855 SW 136 Avenue, Suite 206**

City, state, and ZIP code  
**Miami, Florida 33186**

Requester's name and address (optional)  
**Village of Palmetto Bay  
 8350 SW 152 Street  
 Palmetto Bay, FL 33157**

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

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

Social security number

or

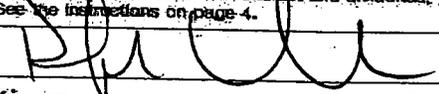
Employer identification number  
**77-0603738**

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign here Signature of U.S. person ▶  Date ▶ **4/7/2011**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-9.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.  
**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 90 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 90-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts** opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts** opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number to Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account file.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

<sup>5</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(c)), even if the attorney is a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

- COPY -

# INVITATION TO BID

Village of Palmetto Bay  
8950 SW 152<sup>nd</sup> Street  
Palmetto Bay, Florida 33157



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## BIDDING REQUIREMENTS, CONTRACT FORMS & CONDITIONS VILLAGEWIDE SIDEWALK IMPROVEMENTS

**BID NUMBER:**  
2011 - PW - 102

**BID OPENING:**  
February 28<sup>th</sup>, 2011

**ISSUED:**  
February 7<sup>th</sup>, 2011

### VILLAGE OF PALMETTO BAY CONTACT PERSONS:

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

### VILLAGE COUNCIL:

Mayor Shelley Stanczyk  
  
Vice Mayor Brian W. Pariser  
Council Member Patrick Fiore  
Council Member Howard J. Tendrich  
Council Member Joan S. Lindsay  
  
Ron E. Williams, Village Manager

**Bid Form**  
**Page 1 of 5**

<b>Deliver Bid to:</b> Village Clerk - Meighan Alexander, Village of Palmetto Bay 9705 E. Hibiscus Street Palmetto Bay, FL 33157		<b>Bid #-2011-PW-102</b>  Villagewide Sidewalk Improvements
To be opened and publicly read, February 28 <sup>th</sup> , 2011, at 3:00 P.M.		
Bidder Name: WRANGLER CONSTRUCTION, INC.	Phone Number: 305 278 4719	
Mailing Address: 12855 SW 136 Avenue Suite 200	Fax Number: 305 278 4720	
City, State, & Zip Code: MIAMI, FL 33186	Toll Free Number: _____	
Bid Contact Person: (Please print clearly) RAFAEL A. QUESADA	F.E.I.D. Number: 77-0603738	
Bid Bond Enclosed in the amount of: (When Required) N.A.	Email Address: rafa @ wrangler-construction.com	

**Bid Form**  
**Page 2 of 5**

Bid Item No.	Unit	Quantity/Unit	Unit Price (\$)
FY-1011-1	4" x 5" Sidewalk (Replacement)	1000 Linear Feet	\$ 15.40 (15,400)
FY-1011-2	6" x 5" Sidewalk (Replacement)	200 Linear Feet	\$ 15.50 (3,100)
SUBTOTAL:			18,500

**IMPORTANT NOTE:**

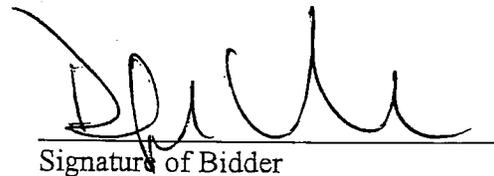
- QUANTITIES SHOWN ARE FOR COMPARISON PURPOSES ONLY.
- SIDEWALK IMPROVEMENTS MAY BE AT VARIOUS LOCATIONS THROUGHOUT THE VILLAGE OF PALMETTO BAY.

TOTAL BID AMOUNT IN FIGURES (LUMP SUM): \$ 18,500

TOTAL BID AMOUNT (WRITTEN): EIGHTEEN THOUSAND FIVE  
HUNDRED dollars and NO cents

WRANGLER CONSTRUCTION, INC.

Name of Bidder

  
Signature of Bidder

**Bid Form**  
**Page 3 of 5**  
**MISCELLANEOUS SIDEWALK SERVICES**

Bid Item No.	Description	Unit	Unit Price (\$)
S-1	4" x 5' Sidewalk (New)	Linear Foot	\$ 15.45
S-2	4" x 5' Sidewalk (Replacement)	Linear Foot	\$ 15.30
S-3	6" x 5" Sidewalk (New)	Linear Foot	\$ 15.60
S-4	6" x 5" Sidewalk (Replacement)	Linear Foot	\$ 15.95
S-5	9" Curb and Gutter (New)	Linear Foot	\$ 15.50
S-6	9" Curb and Gutter (Replacement)	Linear Foot	\$ 15.75
S-7	Driveway Curb (New)	Linear Foot	\$ 15.50
S-8	Type "A" Median Curb (New)	Linear Foot	\$ 15.75
S-9	Type "B" Median Curb (New)	Linear Foot	\$ 13.50
S-10	Type "C" Median Curb (New)	Linear Foot	\$ 15.15
S-11	Straight 6" Curb (New)	Linear Foot	\$ 13.25
S-12	Pedestrian Ramp (New)	Each	\$ 1,690 <sup>-</sup>
S-13	Handicapped Pedestrian Ramp (New) *	Each	\$ 1,850 <sup>-</sup>
RT-1	Response Time	Hours	24

**IMPORTANT NOTE:**

- THE MISCELLANEOUS SERVICES LISTED ABOVE MAY BE REQUESTED THROUGHOUT THE LENGTH OF THIS (2011-PW-102) CONTRACT.

\* HC Pedestrian Ramp (S.13) same as Pedestrian Ramp (S.12), except "detectable warning surface" is included

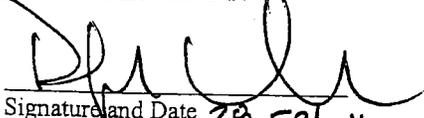
**Bid Form**  
**Page 5 of 5**

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>23 FEB 11</u> |
| Addendum No. _____        | Dated: _____            |
| Addendum No. _____        | Dated: _____            |
| Addendum No. _____        | Dated: _____            |
- (b) Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

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

SUBMITTED THIS 28 DAY OF Feb. 20 11.

BID SUBMITTED BY:

  
Signature and Date 23 Feb 11

PRESIDENT  
Title

RAFAEL A. QUESADA  
Name

WRANGLER CONSTRUCTION, INC.  
Company



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Acknowledgement of  
Addendum of Solicitation

Amendment/Modification No.: 1  
Amendment of RFQ No.: 2011-PW-102  
Title of Bid: Villagewide Sidewalk Improvements

Name of  
Proposer \_\_\_\_\_

WRANGLER CONSTRUCTION, INC.

Date Addendum  
Received \_\_\_\_\_

24 FEB 11

Total Pages of Addendum including Acknowledgement

3

Signature \_\_\_\_\_

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

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

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO	3888
RECIPIENT ADDRESS	3059695091
DESTINATION ID	
ST. TIME	02/28 11:37
TIME USE	00'24
PAGES SENT	1
RESULT	OK



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February 23, 2011

To: All Interested Parties

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

Re: Bid Solicitation 2011-PW-102  
Villagewide Sidewalk Improvements

**ADDENDUM NO. 1**

*Jose De Corcho* from *Wrangler Construction, Inc.* submitted the following question:

**Question:**

The following seem to be discrepancies in the published documents for the subject invitation to bid:

Part I:

Referring to the next two (2) paragraphs reproduced from the bid documents, the Instructions to Bidders call for a Bid Security, however, it refers us to the General Conditions for its requirement. We assume that since the estimated budget for this project is less than \$50,000, there will be no need for a bid security bond. Please advise.

**INSTRUCTIONS TO BIDDERS**

**6. BID SECURITY**

6.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 1.26 of the General Conditions.

**SECTION 1 - GENERAL CONDITIONS**

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

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

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

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

Part II:

If there are liquidated damages, please specify which of the two (2) amounts below will apply:

**AGREEMENT BETWEEN OWNER AND CONTRACTOR: ARTICLE 2 - CONTRACT TIME**

**2.2. Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 3.1 above. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Seven Hundred and Fifty and 00/100 dollars (\$250.00) for each day that expires after the time specified in Paragraph 3.1 for Final Completion Liquidated damages shall be deducted.

**Response:**

Part I: Contractors are not required to submit a Bid Security nor a Bid Bond. However at time of award contractor is required to provide a Performance Bond and a Labor and Payment Bond.

Part II: The amount for Liquidated Damages is Two Hundred and Fifty and 00/100 Dollars (\$250.00) for each day that expires after the time specified in Paragraph 3.1 for Final Completion Liquidated damages shall be deducted.

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

Thank you for your participation in our bidding process.



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

**Bid Form**  
**Page 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
✓	✓	Mandatory Pre-Bid Conference	Section 2.5
✓	✓	Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services	Section 2.38
✓	N. A.	Bid Security	Section 2.27
✓	✓	Bidder Qualifications	Section 2.11
✓	✓	Copies of Bid and other Forms	Section 2.38
✓	✓	Insurance	Section 2.22
✓	✓	Licenses	Section 1.25
✓	✓	References	Section 2.9
✓	reviewed ✓	Guarantee/ Warranty Information	Section 2.30

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

The undersigned Bidder hereby proposes and agrees that:

1. If this Bid is accepted, to enter into an agreement with the Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and all subsequent documents, Contracts, or Agreements, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of the Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within fifteen (15) calendar days after the date of the Village's Notice of Intent to Award.

**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: RAFAEL A. QUESADA  
(print individual's name and title)

for: WRANGLER CONSTRUCTION, INC.  
(print name of entity submitting sworn statement)

whose business address is: 12855 SW 136 AVE # 200, MIAMI, FL 33186  
and (if applicable) its Federal Employer Identification Number (FEIN) is: 77-0603738  
(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]  
Signature

Sworn to and subscribed before me this 28<sup>th</sup> day of February 2011.

Personally known

OR

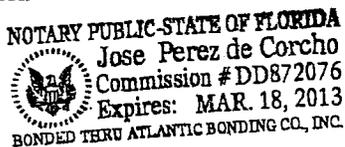
Produced identification     

Type of Identification     

Notary Public - State of Florida

My commission expires: 18 Mar 13

[Signature]  
Printed, typed or stamped commissioned name of notary public JOSE PEREZ DE CORCHO



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

I, RAFAEL A. QUESADA being first duly sworn state:

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

77-0603738

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

WRANGLER CONSTRUCTION, INC.

*Name of Entity, Individual, Partners or Corporation*

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

12855 SW 136 Ave #206 Miami FL 33186

*Street Address*

*Suite*

*City*

*State*

*Zip Code*

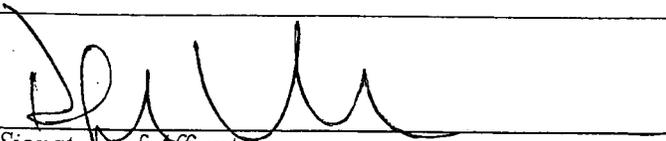
**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>	
<u>RAFAEL A. QUESADA</u>	<u>12855 SW 136 AVE</u>	<u>35</u>	<u>%</u>
<u>JOSE PEREZ DE CORADO</u>	<u>MIAMI, FL 33186</u>	<u>35</u>	<u>%</u>
<u>FELIX R. CLOVELLO</u>	<u>"</u>	<u>30</u>	<u>%</u>

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:

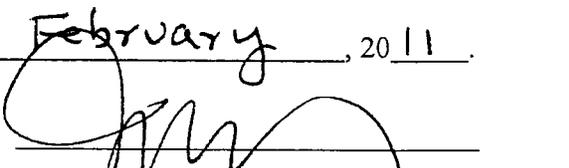
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
*Signature of Affiant*  
RAFAEL A. QUESADA  
\_\_\_\_\_  
*Print Name*

28 FEB 11  
\_\_\_\_\_  
*Date*

Sworn to and subscribed before me this 28<sup>th</sup> day of February, 2011.

Personally known ✓  
OR  
Produced identification —  
\_\_\_\_\_  
*Type of identification*

  
\_\_\_\_\_  
Notary Public - State of Florida  
My commission expires: 18 Mar 13

NOTARY PUBLIC - STATE OF FLORIDA JOSE PEREZ DE CORCHO  
Jose Perez de Corcho typed or stamped commissioned name of notary public  
Commission # DD872076  
Expires: MAR. 18, 2013  
BONDED THROUGH ATLANTIC BONDING CO., INC.

N. A.

**BID SECURITY FORM (BID # 2011-PW-102)  
VILLAGEWIDE SIDEWALK IMPROVEMENTS**

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), according to the provisions and conditions of the bid/specifications package for the Palmetto Bay Villagewide Sidewalk Improvements (Bid # 2011-PW-102).

Company: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

TO THE VILLAGE OF PALMETTO BAY:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as 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**

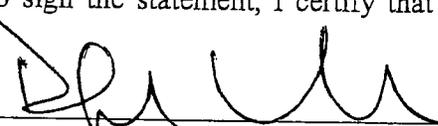
Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program 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: \_\_\_\_\_

  
RAFAEL A. QUESADA

President, WRANGLER CONSTRUCTION, INC.



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

1. Governmental References:

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

Name of Agency: City of Florida City  
Address: 404 West Palm Drive, Florida City, FL 33034  
Telephone No.: 305 297-8221  
Contact Person: Eugene Leon, City P.M.  
Type of Project: Citywide Sidewalk Program

Name of Agency: Miami-Dade Public Works Department  
Address: 111 NW First Street Miami, FL 33128  
Telephone No.: 305 375-4338  
Contact Person: Joaquín Rabasa, P.E.  
Type of Project: Countywide ADA Sidewalks & Bus Stop access

Name of Agency: City of Miami Springs Public Services  
Address: 345 North Royal Poinciana Blvd, Miami Springs FL 33166  
Telephone No.: 786 229-9715  
Contact Person: Lazaro Garaboa  
Type of Project: Sidewalks and other Misc. work

Name of Agency: City of Coral Gables Public Works  
Address: 2800 SW 72 Avenue, Miami, FL 33155  
Telephone No.: 305 460-5037  
Contact Person: Rene Brito, P.M.  
Type of Project: Miscellaneous Construction

Name of Agency: Miami-Dade Water and Sewer Dept.  
Address: 3575 South LeJeune Rd, Miami, FL 33133  
Telephone No.: 786 268-5102  
Contact Person: Alexis Valdes, PM  
Type of Project: Sanitary Pump Station

Name of Agency: City of Fort Lauderdale Public Works Dept.  
Address: 100 North Andrews Ave., Fort Lauderdale FL 33301  
Telephone No.: 954 828-5074  
Contact Person: LOUIS LaFourie, PM  
Type of Project: Neighborhood Improvements & Entrance Features

MIAMI DADE COUNTY LOCAL BUSINESS TAX RECEIPT 2011  
TAX COLLECTOR  
12855 SW 136 AVE ST  
15 FLOOR  
MIAMI, FL 33186  
MIAMI DADE COUNTY STATE OF FLORIDA  
EXPIRES SEPT. 30, 2011  
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

580742-6 RENEWAL  
BUSINESS NAME / LOCATION RECEIPT NO. 605519-8  
WRANGLER CONSTRUCTION INC STATE# CGC058368  
12855 SW 136 AVE 206  
33186 UNIN DADE COUNTY

OWNER  
WRANGLER CONSTRUCTION INC  
Sec. Type of Business WORKER/S  
95 GENERAL BUILDING CONTRACTOR 3

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY REGULATORY OR STATUTE OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE OR PERMIT REQUIRED BY LAW. THIS IS NOT A SUBSTITUTION OF LICENSE QUALIFICATION.

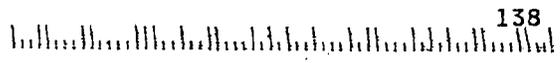
DO NOT FORWARD

WRANGLER CONSTRUCTION INC  
RAFAEL A QUESADA PRES  
12855 SW 136 AVE 206  
MIAMI FL 33186

NOT RECEIVED  
MIAMI DADE COUNTY TAX

09/16/2010  
60020000520  
000075.00

SEE OTHER SIDE



MIAMI DADE COUNTY LOCAL BUSINESS TAX RECEIPT 2011  
TAX COLLECTOR  
12855 SW 136 AVE ST  
15 FLOOR  
MIAMI, FL 33186  
MIAMI DADE COUNTY STATE OF FLORIDA  
EXPIRES SEPT. 30, 2011  
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

628188-5 RENEWAL  
BUSINESS NAME / LOCATION RECEIPT NO. 654756-7  
WRANGLER CONSTRUCTION INC STATE# CUC056805  
12855 SW 136 AVE 206  
33186 UNIN DADE COUNTY

OWNER  
WRANGLER CONSTRUCTION INC  
Sec. Type of Business WORKER/S  
96 SPECIALTY ENGINEERING CONTRACT 3

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY REGULATORY OR STATUTE OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE OR PERMIT REQUIRED BY LAW. THIS IS NOT A SUBSTITUTION OF LICENSE QUALIFICATION.

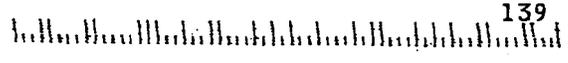
DO NOT FORWARD

WRANGLER CONSTRUCTION INC  
RAFAEL QUESADA PRES  
12855 SW 136 AVE 206  
MIAMI FL 33186

NOT RECEIVED  
MIAMI DADE COUNTY TAX

09/16/2010  
60020000522  
000075.00

SEE OTHER SIDE



**CTQB**

Construction Trades Qualifying Board

**BUSINESS CERTIFICATE OF COMPETENCY**

**E0900049**

**WRANGLER CONSTRUCTION INC**

**MIAMI-DADE**

**D.B.A.**

**COUNTY**

**PEREZ DE CORCHO JOSE**

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

**CONSTRUCTION TRADES QUALIFYING BOARD**

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# 21002703-0

DATE BATCH NUMBER LICENSE NAME

08/27/2010 H07011385 (CC015361)



The UNDERGROUND UTILITY TRENCH  
named below IS COMPLETED  
under the provisions of Chapter  
490 of the Florida Statutes, effective  
08/27/2010.

PEREZ DE CORONA, JOSE  
FRANGLER CONSTRUCTION INC  
FRANGLER CONSTRUCTION INC  
125 SW 15th AVENUE  
SUITE 105  
MIAMI, FL 33136

CHARLES CRIST  
GOVERNOR

CHARLES DEEM  
SECRETARY

DATA AS REQUIRED BY LAW

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# 21002703-0

DATE BATCH NUMBER LICENSE NAME

08/27/2010 H07011385 (CC015361)



The GENERAL CONTRACTOR  
named below IS COMPLETED  
under the provisions of Chapter  
490 of the Florida Statutes, effective  
08/27/2010.

PEREZ DE CORONA, JOSE  
FRANGLER CONSTRUCTION INC  
FRANGLER CONSTRUCTION INC  
125 SW 15th AVENUE  
SUITE 105  
MIAMI, FL 33136

CHARLES CRIST  
GOVERNOR

CHARLES DEEM  
SECRETARY

DATA AS REQUIRED BY LAW

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SE011009210330

DATE	BATCH NUMBER	LICENSE NUMBER
08/27/2010	1104011385	CC00583612

THE GENERAL CONTRACTOR  
 Name(s) Below is CERTIFIED:  
 Under the provisions of Statute  
 Chapter 488, F.S.  
 Effective Date: AUG 27, 2010



JOSE  
 WRANGLER CONSTRUCTION INC  
 WRANGLER CONSTRUCTION INC  
 1601 S. 16 AVENUE  
 MIAMI, FL 33134

CHARLIE CRIST  
 GOVERNOR

CHARLIE DEEM  
 SECRETARY

DISPLAY AS REQUIRED BY LAW