RESOLUTION NO. 09-62

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE OF PALMETTO BAY ENTRANCE MONUMENTS; APPROVING THE SELECTION OF ACOLITE AND CLAUDE UNITED SIGNS CO. INC., TO PROVIDE CONSTRUCTION AND INSTALLATION SERVICES FOR ENTRANCE MONUMENTS; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $92,500.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Village of Palmetto Bay administration contracted with Tom Graboski Associates, Inc. to provide environmental signage and graphic design services for the construction of four (4) entrance monuments in accordance with the established guidelines and procedures utilized by Miami- Dade County Public Works Department and the Florida Department of Transportation; and,

**WHEREAS,** The proposed locations for the four (4) entrance monuments are SW 138 ST on US1, SW 183 ST on US1, SW 136 ST and Old Cutler Road, and SW 183 Terr. and Old Cutler Road; and,

**WHEREAS,** In response to the bid notice, two (2) of the eight (8) contractors responded and submitted sealed bids; and,

**WHEREAS,** Bids were received from Pios and Sons, Inc. and Acolite Claude United Signs Co. Inc.; and

**WHEREAS,** After a thorough analysis of the responses, the Village's engineer of record recommended and the Village concurs that Acolite Claude United Signs Co. Inc. was the lowest, most inclusive and responsible bid; and,

**WHEREAS,** Acolite Claude United Signs Co. Inc. provided the Village of Palmetto Bay with a base bid of $92,500; and,

**WHEREAS,** The Department of Public Works recommends that it is in the best interest of the Village to establish a contract with Acolite Claude United Signs Co. Inc., which submitted the lowest, most inclusive and responsible bid to provide the requested installation of entrance monuments in accordance with Invitation to Bid No. 2009-PW-103; 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 Acolite Claude United Signs Co. Inc., regarding the construction and installation of entrance monuments; in an amount not to exceed $92,500.

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

**PASSED AND ENACTED** this 13 day of July, 2009.

Attest: _____
Meighan Rader,
Village Clerk

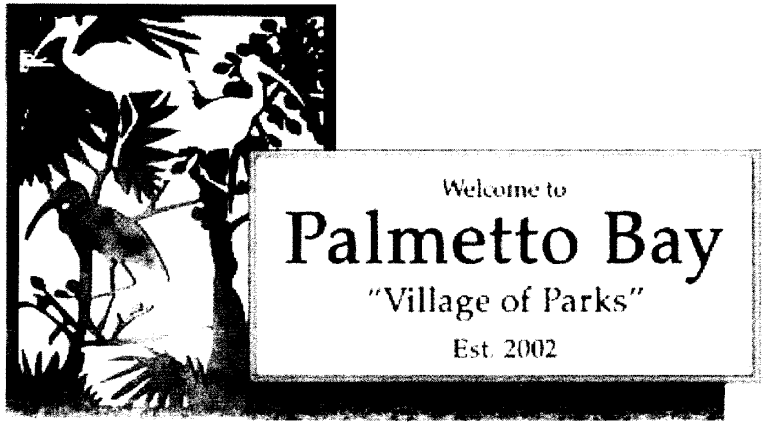
_____
Eugene P. Flinn, Jr.,
Mayor

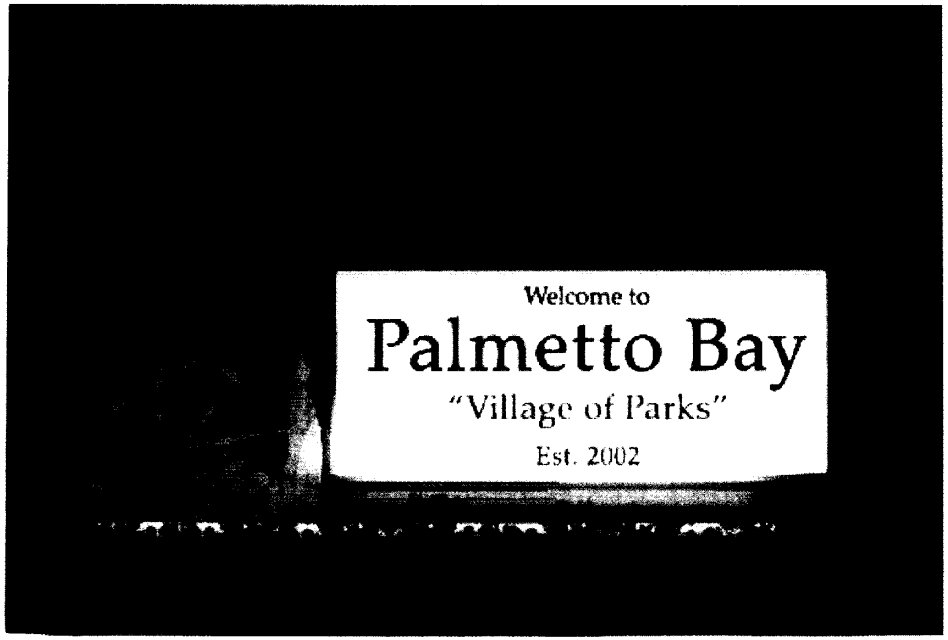
APPROVED AS TO FORM:

_____
Eve A. Boutsis,
FBM Law Offices, P.A.
Office of Village Attorney

FINAL VOTE AT ADOPTION:

| | |
|---|---|
| Council Member Ed Feller | YES |
| Council Member Howard J. Tendrich | YES |
| Council Member Shelley Stanczyk | YES |
| Vice-Mayor Brian W. Pariser | YES |
| Mayor Eugene P. Flinn, Jr. | YES |




Village of Plametto Bay

# ENTRANCE MONUMENT

Design Intent Package
June 1, 2009

Tom Graboski Associates

**VILLAGE OF PALMETTO BAY**
**NOTICE OF INVITATION TO BID #: 2009-PW-103**
**VILLAGE ENTRANCE MONUMENTS**

| Bidder | Price |
|---|---|
| Pios and Sons | $162,000 |
| Acolite Claude United Sign | $ 92,500 |
| | |
| | |
| | |

Opening conducted ~~and~~ verified by:

Meighan J. Rader
Village Clerk

06-24-09 P03:01 IN

Witnesses:

Camisa Townsend
Signature
Camisa Townsend
Print Name

Ana I Gomez
Signature
Ana I Gomez
Print Name

## Kristy Bada

**From:** david stuart [david_stuart@tgadesign.com]
**Sent:** Thursday, June 25, 2009 8:53 AM
**To:** Kristy Bada
**Cc:** Cornice Patterson
**Subject:** Monument Bid prices

Acolite Claude's price is in the "window" where we expected a quality sign company's price to be. They are a quality company, close to Palmetto Bay and as long as they have met all of the Village's requirements, we recommend
them to fabricate your signs.

thanks.

*David J. Stuart*

**Tom Graboski Associates** Design
[illegible]
[illegible]

www.tgadesign.com

## SECTION 3

## PROPOSAL

Proposal of AZ LITE & CLAUDE UNITED SIGN CO, INC.
(name)

540 W 83 Street Hialeah, FL 33014
(address)

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

**"Village Entrance Monuments"**
TO: Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, Florida 33157
Attention: Village Clerk

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

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

The Bidder proposes and agrees, if this Proposal is accepted, to timely execute a contract with the Village in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

***NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.***

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to Village within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Bidder to timely comply with this provision shall give Village all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the Village. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the contract exceed the dollar amount of the Bidder's proposal amount, as set forth in the attached proposal form.

In no event shall Village be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. ESA000098

Bidder's Occupational License No. 30715-4 & 34344-5

WITNESS

By _____
Signature of Authorized Agent

(SEAL)

## SECTION 6

## PROPOSAL/BID FORM

The following Bid Proposal is presented to assist the Village in evaluating the Bid. The Bid Amounts will include all items and quantities per the Bid Forms and as described in the Plans and Bid Documents (Detailed Specifications). The Bid Amounts will include all work for the Village of Palmetto Bay, Village Entry Features. **A responsive submittal must include all completed bid forms.**

Any additional items not included in the Contract, shall be performed at the request of the Village Manager. Payment shall be made on the basis of Work actually performed and completed.

TOTAL BID AMOUNT: $ 92,500.00

TOTAL BID AMOUNT (in words): Ninety Two Thousand Five Hundred Dollars and No/100

Taxpayer Identification Number: 65-0442292

BIDDER: Addlle & Claude United Sign Co
(Company Name)

C Diffenderfer
(Signature of Authorized Representative)

Chester Diffenderfer, Vice-pres.
(Printed Name and Title)

540 W 83rd St, Hialeah, FL.
(Company Address)

(305) 362-3333
(Company Phone Number)

## PROPOSAL BID FORM

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

The four (4) Village Entrance Monuments will be located on US-1 and SW 183 Street, US-1 and SW 138 Street, Old Cutler Road and SW 136 Street, and Old Cutler Road and SW 183 Terrace.

**Bid Form I (US-1 and SW 183 Street)**

| Item No. | Item Description of Work Order | Qty. (Ea.) | Unit | Unit Price ($) | Extended Amount ($) |
|---|---|---|---|---|---|
| | FABRICATION AND INSTALLATION OF ~~FOUR~~ ONE ENTRANCE MONUMENTS | | | | |
| | | 1 | | $23,125.00 | $ 23,125.00 |
| | Includes prototype for approval | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | SUB-TOTAL | $ 23,125.00 |

**Bid Form II (US-1 and SW 138 Street)**

| Item No. | Item Description of Work Order | Qty. (Ea.) | Unit | Unit Price ($) | Extended Amount ($) |
|---|---|---|---|---|---|
| | FABRICATION AND INSTALLATION OF ~~FOUR~~ ONE ENTRANCE MONUMENTS | | | | |
| | | 1 | | $ 24,625.00 | $ 24,625.00 |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |

**SUB-TOTAL** $ 24,625.00

**Bid Form III (Old Cutler Road and SW 136 Street)**

| Item No. | Item Description of Work Order | Qty. (Ea.) | Unit | Unit Price ($) | Extended Amount ($) |
|---|---|---|---|---|---|
| | FABRICATION AND INSTALLATION OF ~~FOUR~~ ONE ENTRANCE MONUMENTS | | | | |
| | | 1 | | $23,125.00 | $23,125.00 |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | SUB-TOTAL | $23,125.00 |

**Bid Form II (Old Cutler Road and SW 183 Terrace)**

| Item No. | Item Description of Work Order | Qty. (Ea.) | Unit | Unit Price ($) | Extended Amount ($) |
|---|---|---|---|---|---|
| | FABRICATION AND INSTALLATION OF ~~EIGHT~~ ONE ENTRANCE MONUMENTS | | | | |
| | | 1 | | $ 23,125.00 | $ 23,125.00 |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | SUB-TOTAL | $ 23,125.00 |

**TOTAL BID AMOUNT:** $ 92,500.00

Written Bid Amount

Ninety two thousand five hundred Dollars and No/100.

CHESTER DIFFENDERFER
Name of Bidder

Signature of Bidder

**END OF SECTION**

## SECTION 5

## SUBCONTRACTOR FORM

Bidder shall list all Proposed Subcontractors to be used on this project if they are awarded the Contract

| Classification of Work | Subcontractor Name | Address | Telephone and Fax |
|---|---|---|---|
| | N/A | | |
| | | | |
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The Bidder's response to this questionnaire will be utilized as part of the Village's overall Bid Evaluation and Contractor selection

**END OF SECTION**

## SECTION 15

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

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

1. This sworn statement is submitted to the Village of Palmetto Bay
by CHESTER DIFFENDERFER
(Print individuals name and title)
for ACOLITE & CLAUDE UNITED SIGN CO., INC.
(Print name of entity submitting sworn statement)
whose business address is
540 W 83 STREET
HIALEAH, FL 33014
and (if applicable) its Federal Employer Identification Number (FEIN) is
65-0442292 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when 'not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287. 133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goofs or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

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

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

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

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

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 23 day of June, 2009
Personally known _____
OR produced identification _____ Notary Public _____
My Commission Expires _____
(type of identification)

(Printed, typed or stamped Commissioned name notary public)

BETY ANTONIO
MY COMMISSION # DD 695570
EXPIRES: August 5, 2011
Bonded Thru Notary Public Underwriters

**END OF SECTION**

## SECTION 16

## 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: Chester Offenderfer

Print Name: CHESTER DIFFENDERFER

**END OF SECTION**

## SECTION 17

## 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: CHESTER DIFFENDERFER, VICE PRESIDENT
*(print individual's name and title)*
for: ATLANTIC & CLAUDE UNITED BONCO, INC.
*(print name of entity submitting sworn statement)*
whose business address is: 540 W. 68 Street, Hialeah, FL 33014
and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0442242
*(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 553.503 553.513, 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

Chester Diffenderfer
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 22 day of April, 2009
Personally known ___
OR produced identification ___
(type of identification)

Notary Public
My Commission Expires 8/5/11

Betty Antonio
(Printed, typed or stamped Commissioned name notary public)

BETY ANTONIO
MY COMMISSION # DD 635570
EXPIRES: August 5, 2011

**END OF SECTION**

## SECTION 18

## BUSINESS ENTITY AFFIDAVIT
## (VENDOR / BIDDER DISCLOSURE)

I, CHESTER DIFFENDERFER 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:

65-0422292
Federal Employer Identification Number (If none, Social Security Number)

Acolite & Claude United Sign Company, Inc.
Name of Entity, Individual, Partners or Corporation

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

| 540 W. 83 Street | | Hialeah | FL | 33014 |
|---|---|---|---|---|
| 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:

| Full Legal Name | Address | Ownership |
|---|---|---|
| Paul J. Yesbeck | 540 W 83 St, Hialeah, FL | 50% |
| CHESTER L. DIFFENDERFER | 540 W 83 St, Hialeah, FL | 50% |
| | | % |
| | | % |

1. 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:

Chester Diffenderfer 6-21-2009
Signature of Affiant Date

CHESTER L. DIFFENDERFER
Print Name

Sworn to and subscribed before me this 22 day of June 2009
Personally known ✓
OR produced identification _____ Notary Public

My Commission Expires 8/5/11

(type of identification)

BETY ANTONIO

(Printed, typed or stamped Commissioned name notary public)

**END OF SECTION**

## SECTION 6

## GOVERNMENTAL REFERENCES FORM

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

Name of Agency: Miami-Dade Aviation
Address: MIA-Miami International Airport
Telephone No.: (305) 876-7879
Contact Person: Mike Bedell
Type of Project: Various Large jobs

Name of Agency: Miami-Dade County
Address: MIA-Miami International Airport
Telephone No.: (305) 869-1040
Contact Person: Richard Garcia
Type of Project: Various Signs + maintenance

Name of Agency: City of Coral Gables
Address: P.O. Box 141549, Coral Gables
Telephone No.: (305) 460-5031
Contact Person: Liz Ferrer, Public Works
Type of Project: Miracle Theater

Name of Agency: CITY of Coral Gables
Address: P.O. Box 141549, Coral Gables
Telephone No.: (305) 460-5031
Contact Person: Liz ferrer, Public Works
Type of Project: Parking Garages

Name of Agency: MIAMI-DADE COUNTY
Address: 111 NW 1 Street #610, MIAMI, FL
Telephone No.: (305) 666-7469
Contact Person: IVAN
Type of Project: Art In Public Places, misc. illum. Sculptures

**END OF SECTION**

# AIA® Document A310™ - 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
*(Here insert full name and address or legal title of Contractor)*
Acolite & Claude United Sign Co., Inc
540 West 83 Street
Hialeah, FL 33014
as Principal, hereinafter called the Principal, and
*(Here insert full name and address or legal title of Surety)*
International Fidelity Insurance Company
One Newark Center
Newark, NJ 07102

a corporation duly organized under the laws of the State of New Jersey as Surety, hereinafter called the Surety, are held and firmly bound unto
*(Here insert full name and address or legal title of Owner)*
Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay, FL 33157

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Proposal Submitted ($ 5% of Bid Proposal Submitted) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
*(Here insert full name, address and description of project)*

Entrance Monuments
Bid No. 2009-PW-103

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

Signed and sealed this 18th day of June, 2009

(Witness)

(Witness)

Acolite & Claude United Sign Co., Inc.
(Principal) (Seal)

(Title)

International Fidelity Insurance Company
(Surety)

(Title) (Seal)
Davor I. Mimica, Attorney-in-Fact & FL Res Agent

ADDITIONS AND DELETIONS. The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (2073657543)

Tel (973) 624-7200

# POWER OF ATTORNEY
# INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 21TH FLOOR
NEWARK, NEW JERSEY 07102-5207

**FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS**

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ILEANA M. BAUZA, DAVOR I. MIMICA, WILLIAM E. KLEIS, WILLIAM L. PARKER, CHARLES C. BALL

Miami, FL.

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3 Section 4, of the By Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1994.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary shall have power and authority:

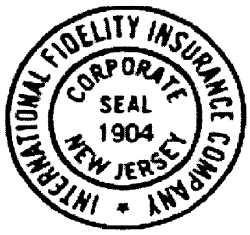
(1) To appoint Attorneys in fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

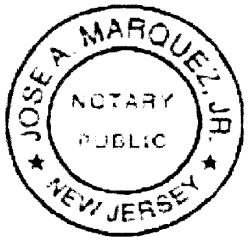
INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known and, being by me duly sworn, said the he is the thereto described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

JOSE A. MARQUEZ, JR. NOTARY PUBLIC NEW JERSEY



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2011

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this [illegible] day of [illegible]

Maria H. Franco

Assistant Secretary

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID VB
ACOLI-1

DATE (MM/DD/YYYY) 06/19/09

PRODUCER
InSource, Inc.
9500 South Dadeland Blvd. #200
P.O. Box 561567
Miami FL 33256-1567
Phone: 305-670-6111 Fax: 305-670-9699

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Acolite & Claude United Sign Co., Inc
P.O. Box 522517
Miami FL 33152

| INSURERS AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A | Valley Forge Insurance Co | 20508 |
| INSURER B | American Casualty Co | 20427 |
| INSURER C | [illegible] | 20443 |
| INSURER D | | |
| INSURER E | | |

## COVERAGES

[illegible]

| INSR LTR | ADDL INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|---|---|---|---|---|---|---|
| A | X | GENERAL LIABILITY<br>X [illegible]<br>CLAIMS MADE X [illegible]<br>[illegible] X [illegible] | 2087906781 | 05/01/09 | 05/01/10 | [illegible] $ 1000000<br>[illegible] $ 1000000<br>[illegible] $ 5000<br>[illegible] $ 1000000<br>GENERAL AGGREGATE $ 2000000<br>[illegible] $ 2000000 |
| B | | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | 2093044299 | 05/01/09 | 05/01/10 | [illegible] $ 1000000<br>[illegible] $<br>[illegible] $<br>[illegible] $ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | [illegible] $<br>[illegible] $<br>[illegible] $ |
| C | | EXCESS UMBRELLA LIABILITY<br>X [illegible] CLAIMS MADE<br>[illegible]<br>X RETENTION $ 10000 | 2093354386 | 05/01/09 | 05/01/10 | [illegible] $ 4000000<br>[illegible] $ 4000000<br>$<br>$<br>$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH)<br>[illegible] | 2067525162 | 05/01/09 | 05/01/10 | X [illegible] X [illegible]<br>[illegible] $ 500000<br>[illegible] $ 500000<br>[illegible] $ 500000 |
| | | OTHER | | | | |

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

*10 days notice of cancellation applies to non payment of premium
RE: Entrance Monuments Bid NO. 2009-PW-103. The Village of Palmetto Bay, Florida, and Corzo Castella Carballo Thompson Salman, PA (C3TS) are listed as Additional Insured as required by written contract

## CERTIFICATE HOLDER

VILL005

Village of Palmetto Bay
8950 SW 152 St
Palmetto Bay FL 33157

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[signature]



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# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
14th FLOOR
MIAMI, FL 33130

2008 **LOCAL BUSINESS TAX RECEIPT** 2009
**MIAMI-DADE COUNTY - STATE OF FLORIDA**
**EXPIRES SEPT. 30, 2009**
**MUST BE DISPLAYED AT PLACE OF BUSINESS**
**PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10**
THIS IS NOT A BILL-DO NOT PAY

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

307215-4 RENEWAL

BUSINESS NAME / LOCATION
ACOLITE & CLAUDE UNITED SIGN CO INC
540 W 83 ST
33016 HIALEAH

RECEIPT NO. 321006-9

STATE# ESA000098

OWNER
ACOLITE & CLAUDE UNITED SIGN CO

Sec. Type of Business
196 SPEC ELECTRICAL CONTRACTOR

WORKER/S
10

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

DO NOT FORWARD

ACOLITE & CLAUDE UNITED SIGN CO
INC
PAUL J YESBECK
PO BOX 522517
MIAMI FL 33152

SEP - 5 2008

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX COLLECTOR
08/26/2008
60040000325
000045.00

12

SEE OTHER SIDE

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
14th FLOOR
MIAMI, FL 33130

2008 **LOCAL BUSINESS TAX RECEIPT** 2009
**MIAMI-DADE COUNTY - STATE OF FLORIDA**
**EXPIRES SEPT. 30, 2009**
**MUST BE DISPLAYED AT PLACE OF BUSINESS**
**PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10**
THIS IS NOT A BILL-DO NOT PAY

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

343449-5 RENEWAL

BUSINESS NAME / LOCATION
ACOLITE & CLAUDE UNITED SIGN CO INC
540 W 83 ST
33014 HIALEAH

RECEIPT NO. 558701-2

OWNER
ACOLITE & CLAUDE UNITED SIGN CO

Sec. Type of Business
206 MFG/RECYCLING/PROCESSING

EMPLOYEE/S
20

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

DO NOT FORWARD

ACOLITE & CLAUDE UNITED SIGN CO
INC
PAUL J YESBECK
540 W 83 ST
HIALEAH FL 33014

SEP - 1 2008

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX COLLECTOR
08/26/2008
60040000325
000090.00

160

SEE OTHER SIDE

AC# 3827612

# STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L08062400964

| DATE | BATCH NUMBER | LICENSE NBR | |
|---|---|---|---|
| 06/24/2008 | 078171172 | ESA000098 | Additional Business Qualification |

The SPECIALTY ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010
AS A SIGN ELECTRICAL SPECIALIST:

YESBECK, PAUL JOSEPH
ACOLITE & CLAUDE UNITED SIGN CO INC.
2276 QUAIL ROOST DR
WESTON FL 33327

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHUCK DRAGO
INTERIM SECRETARY

## SECTION 9

## CONTRACT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is dated as of the _____ day of _____ in the year 2009 (which shall be the Effective date of the Contract) by and between the Village of Palmetto Bay (hereinafter called OWNER or VILLAGE) and _____ (hereinafter called "CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

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

Provide labor and equipment required to construct four (4) Entry Features within the Village of Palmetto Bay. Work shall include the construction of a decorative sign wall complete with detailed lettering. Utilization of these services will require close coordination with the Village and Engineer.

The four (4) Village Entrance Monuments will be located on US-1 and SW 183 Street, US-1 and SW 138 Street, Old Cutler Road and SW 136 Street, and Old Cutler Road and SW 183 Terrace.

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

**VILLAGE OF PALMETTO BAY**
**VILLAGE ENTRANCE MONUMENTS**
**(THE "PROJECT")**

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

ENGINEER
Tom Graboski Associates Design
4649 Ponce de Leon Blvd. Suite 401
Coral Gables, FL 33146
305.669.2550

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

**Article 3. CONTRACT TIME.**

**3.1** This Contract shall be effective upon execution by both parties and shall continue for a term of 150 days. At its sole discretion, the OWNER shall have an option to renew this Contract upon the same terms and conditions (the "Option"). This Option may be exercised at the sole discretion of the Village Manager. Such extension shall be effective upon receipt of a written notice from the Village Manager to the CONTRACTOR received no later than 30 days prior to the date of termination.

**3.2** The CONTRACTOR shall initiate work on the Project upon execution of this Agreement. The work shall be substantially complete within 120 calendar days after execution of this agreement, and completed and ready for final payment within 150 calendar days after execution

of this document. Final completion includes all work and project documentation, including structural and fountain work, landscaping, and median restoration, as-built drawings, project warranties, etc. Failure to provide any of these items will be subject to liquidated damages.

**3.3.** 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 3.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred dollars ($500.00) for each day that expires after the time specified in Paragraph 3.2 for completion. Liquidated damages shall be deducted from the CONTRACTOR's Final Application for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

**Article 4. CONTRACT PRICE.**

**4.1** OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Schedule of Values. For all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item in the Bid Form, times the actual accepted quantity of that item will be paid for each separate work authorization. The maximum contract amount of the contract is as follows:

Contract Price: $ _____

Contract Price (in words) _____

_____

**Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

**5.1.** Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. The Application for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 14.01 of the General Conditions and the requirements of the Contract Documents.

**5.1.1** Prior to Substantial Completion, progress payments will be in an amount equal to 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

**5.1.2** Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

**5.2.** Final Payment. Upon Final Completion and acceptance of the Work in accordance with paragraph 14.07.B of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.

**Article 6. INTEREST.** Not Applicable

**Article 7. CONTRACTOR'S REPRESENTATIONS.**

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

**7.1.** CONTRACTOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained-any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

**7.2.** CONTRACTOR has studied carefully all 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 were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

**7.3.** CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

**7.4.** CONTRACTOR has correlated and considered the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents and in reaching the Contract Price and Contract Time.

**7.5.** CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR. CONTRACTOR shall not rely on any conflicts, errors or discrepancies that CONTRACTOR knew or should have known exist in the Contract Documents as a basis for a claim for an extra to the Contract Price or Contract Time.

**Article 8. CONTRACT DOCUMENTS.**

The Contract Documents that comprise the entire Contract between OWNER and CONTRACTOR are attached to this Contract, made a part hereof and consist of the items listed in the general conditions and the following:

**8.1.** This Contract
**8.2.** Instructions to Bidders
**8.3.** Proposal
**8.4.** Bid Proposal and Form
**8.5** Subcontractor Form
**8.6.** Governmental References Form
**8.7.** Bid Security
**8.8.** Notice of Intent to Award
**8.9.** Performance Bond
**8.10.** Payment Bond
**8.11.** Notice to Proceed
**8.12.** Standard General Conditions of the Construction Contract
**8.13.** Supplementary Conditions
**8.14.** Sworn Statement
**8.15.** Drug-Free Workplace Certification
**8.16.** American Disabilities Act (ADA) Form
**8.17.** Business Entity Affidavit
**8.18.** Addendum Acknowledgement
**8.19.** Engineer Technical Specifications and Drawings
**8.20.** Any Modifications, including Work Authorizations, duly delivered after execution of the Contract.

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

**Article 9. MISCELLANEOUS**

**9.1.** Terms used in this Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

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

**9.3.** OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**9.4.** This Contract may be executed in counterparts.

**9.5.** Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.

**9.6** The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.

**9.7** OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

**9.8** This Contract shall be governed by the laws of the State of Florida. Venue for any legal proceedings filed under this contract shall be in Miami-Dade County.

**9.9** If any provision of this Contract or any Authorization under this Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the is Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extend permitted by law.

**9.10** Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified.

**9.11** Contractor shall abide by the applicable provisions of Chapter 119, Florida Statutes (Public Records).

IN WITNESS WHEREOF, the parties hereto have signed 6 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 | CONTRACTOR |
|---|---|
| _____ | _____ |
| ADDRESS | ADDRESS |
| _____ | _____ |
| _____ | _____ |
| BY | BY |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| WITNESS | WITNESS |
| (CORPORATE SEAL) | (CORPORATE SEAL) |

**END OF SECTION**