

RESOLUTION NO. 2013-03

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 4th, 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 7th 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	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>

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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 4th, 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.

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2 **PASSED and ADOPTED** this 7th day of November, 2011.
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6 ATTEST:

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8 Meighan Alexander
9 Village Clerk


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
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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
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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


Meighan Alexander
Village Clerk


Shelley Stanczyk
Mayor

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14 **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
27
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 20th 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

* Corrected as per Addendum No. 1 Dated February 23rd, 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

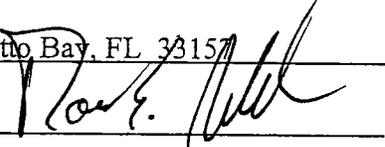
Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

BY



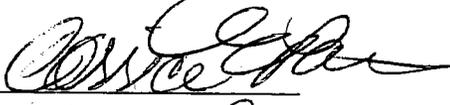
Ron E. Williams

Print Name

Village Manager

Title

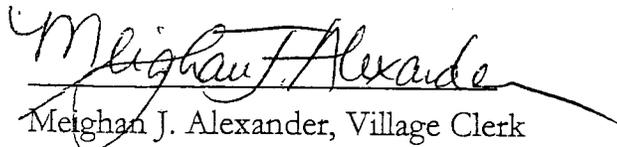
WITNESS

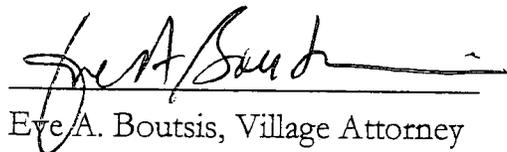


Corrice E. Patterson

Print Name

(CORPORATE SEAL)


Meighan J. Alexander, Village Clerk


Eve A. Boutsis, Village Attorney

CONTRACTOR

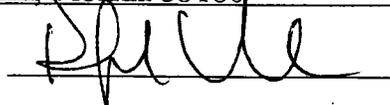
Wrangler Construction, Inc.

ADDRESS

12855 SW 136 Avenue #206

Miami, Florida 33186

BY



Rafael A. Quesada

Print Name

President

Title

WITNESS



Carla Quesada

Print Name

(CORPORATE SEAL)



February 23, 2011

To: All Interested Parties

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

Re: Bid Solicitation 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.

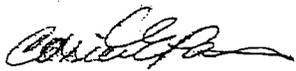
Response:

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



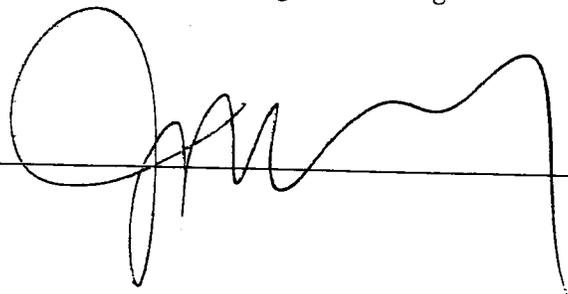
Acknowledgement of
Addendum of Solicitation

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

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

PERFORMANCE BOND

BOND NO. 5108082

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, MIAMI, FL 33186 Of the City of MIAMI, County
of MIAMI-DADE, and State of FLORIDA, as Principal, and
SURETEE INSURANCE COMPANY, and State of FLORIDA, as Surety, and
952 ECHO LN., STE. 450, HOUSTON, TX 77024, authorized, licensed and admitted to do business under the
laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto
The Village of Palmetto Bay, as Obligee, in the penal sum of
EIGHTEEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$ 18,500.00) for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators,
executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the
 day of , 20 , for the construction of the Traffic Calming
Improvements (the "Project"), which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said
Principal shall faithfully perform said Contract and shall in all respects fully and faithfully
observe and perform all and singular the covenants, conditions, warranties and agreements in and
by said Contract agreed and covenanted by the Principal to be observed and performed, and
according to the true intent and meaning of said Contract, then this obligation shall be void;
otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee
having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default,
or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completion of the Contract in accordance with its terms and
conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if

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.

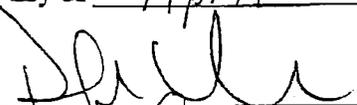
The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

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.

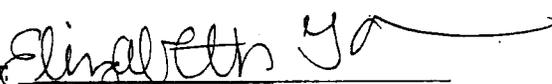
Witness:



Carla Lusader

Principal WRANGLER CONSTRUCTION, INC.

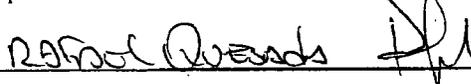
Witness:



Elizabeth Yon

Surety SURETEC INSURANCE COMPANY

By:



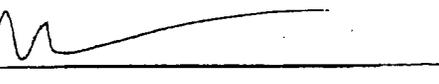
Rafael Quenda

Name: Rafael Quenda

(Print)

Title: President

By:



Brett Rosenhaus

Name: BRETT ROSENHAUS

(Print)

Title: ATTORNEY IN FACT

Address: 12855 SW 136 AVE., STE. 206

Address: 952 ECHO LN., STE. 450

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 SUBECHO INSURANCE COMPANY, HOUSTON, TX 77024
952 ECHO LN., STE. 450, 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:

Carla [Signature]

Witness:

Elizabeth [Signature]

Principal WRANGLER CONSTRUCTION, INC.

Surety SURETEC INSURANCE COMPANY

By:

[Signature]

By:

[Signature]

Name:

Rafael Evesada
(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:

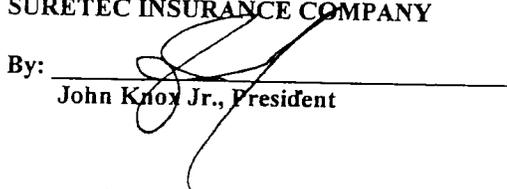
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company 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 20th 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.

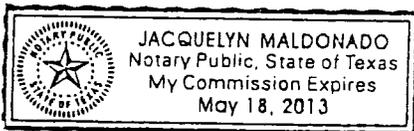
SURETEC INSURANCE COMPANY

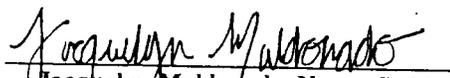
By: 
John Knox Jr., President

State of Texas ss:
County of Harris



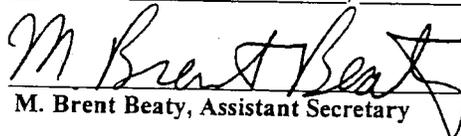
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he 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

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-6600 any business day between 8:00 am and 5:00 pm CST.

W9 FORM

Form **W-9**
 (Rev. October 2009)
 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) Other (see instructions) Exempt payee

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) (none 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.

Social security number

OR

Employer identification number
7710603738

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 check 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, or 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 **4/7/2014**

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-8.

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 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 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 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 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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 title.) 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.

¹ 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.

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. 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 or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

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 152nd Street
Palmetto Bay, Florida 33157



BIDDING REQUIREMENTS, CONTRACT FORMS & CONDITIONS VILLAGEWIDE SIDEWALK IMPROVEMENTS

BID NUMBER:
2011 - PW - 102

BID OPENING:
February 28th, 2011

ISSUED:
February 7th, 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

Bid Form Page 1 of 5	
Deliver Bid to: Village Clerk - Meighan Alexander, Village of Palmetto Bay 9705 E. Hibiscus Street Palmetto Bay, FL 33157	Bid #2011-PW-102 Villagewide Sidewalk Improvements
To be opened and publicly read, February 28 th , 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-
S-13	Handicapped Pedestrian Ramp (New) *	Each	\$ 1,850-
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 28 Feb 11

PRESIDENT
Title

RAFAEL A QUESADA
Name

WRANGLER CONSTRUCTION, INC.
Company



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



February 23, 2011

To: All Interested Parties

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

Re: Bid Solicitation 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 #206, 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.

[Handwritten Signature]
Signature

Sworn to and subscribed before me this 28th day of February 2011.

Personally known ✓

OR

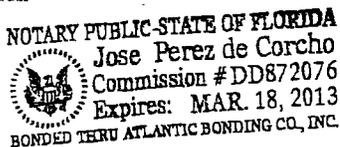
Produced identification _____

Notary Public - State of Florida

My commission expires: 18 Mar 13

Type of Identification _____

[Handwritten 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)

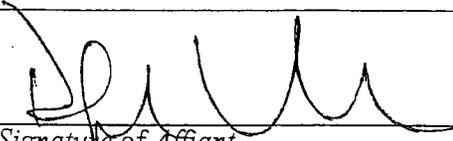
12855 SW 136 Ave #200 Miami FL 33186
Street Address Suite City State Zip Code

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>JOSE PEREZ DE CORADO</u>	<u>MIAMI, FL 33186</u>	<u>35</u> %
<u>FEUX R. CLOVELLO</u>	<u>"</u>	<u>30</u> %

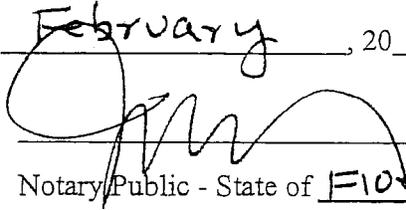
2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses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


Signature of Affiant
RAFAEL A. QUESADA
Print Name

28 FEB 11
Date

Sworn to and subscribed before me this 28th 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 TERU 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.: 305 247-8221
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: Joaquin 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
TAX COLLECTOR
133 W. FLAGLER ST
1ST FLOOR
MIAMI, FL 33130
LOCAL BUSINESS TAX RECEIPT
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

500742-6 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
Type of Business WORKER/S
196 GENERAL BUILDING CONTRACTOR 3

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY FEDERAL, STATE, COUNTY OR CITY LAWS, ORDINANCES, NOR ANY OTHER LICENSES OR PERMITS. THIS IS A CERTIFICATION OF THE HOLDER'S QUALIFICATION.

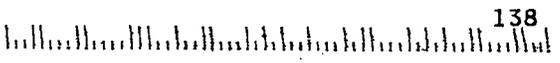
DO NOT FORWARD

WRANGLER CONSTRUCTION INC
RAFAEL A QUESADA PRES
12855 SW 136 AVE 206
MIAMI FL 33186

RECEIVED
MIAMI DADE COUNTY TAX

09/16/2010
60020000520
000075.00

SEE OTHER SIDE



MIAMI DADE COUNTY LOCAL BUSINESS TAX RECEIPT
TAX COLLECTOR
133 W. FLAGLER ST
1ST FLOOR
MIAMI, FL 33130
LOCAL BUSINESS TAX RECEIPT
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
Type of Business WORKER/S
196 SPECIALTY ENGINEERING CONTRACT 3

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY FEDERAL, STATE, COUNTY OR CITY LAWS, ORDINANCES, NOR ANY OTHER LICENSES OR PERMITS. THIS IS A CERTIFICATION OF THE HOLDER'S QUALIFICATION.

DO NOT FORWARD

WRANGLER CONSTRUCTION INC
RAFAEL QUESADA PRES
12855 SW 136 AVE 206
MIAMI FL 33186

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

7-1-2010

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SECRET

DATE BATCH NUMBER LICENSE NEW

08/27/2010 1174011385 REC015836



The UNDERGROUND UTILITY CONTRACTOR
Named below is CERTIFIED
Under the provisions of Chapter
Expiration date: AUG 27, 2012

PEREZ DE GORON, JOSE L
FRANCLER CONSTRUCTION INC
FRANCLER CONSTRUCTION INC
12358 SW 15th Avenue
Suite 205
Miami, FL 33186

CHARLES CRIST
GOVERNOR

CHARLES LEON
SECRETARY

DISP. AS REQUIRED BY LAW

7-1-2010

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SECRET

DATE BATCH NUMBER LICENSE NEW

08/27/2010 1174011385 REC015836



The GENERAL CONTRACTOR
Named below is CERTIFIED
Under the provisions of Chapter
Expiration date: AUG 27, 2012

PEREZ DE GORON, JOSE L
FRANCLER CONSTRUCTION INC
FRANCLER CONSTRUCTION INC
12358 SW 15th Avenue
Suite 205
Miami, FL 33186

CHARLES CRIST
GOVERNOR

CHARLES LEON
SECRETARY

DISP. AS REQUIRED BY LAW

STATE OF FLORIDA

DEPARTMENT OF REVENUES AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SECRET

DATE BATCH NUMBER

08/27/2010 110401085 1230523



GENERAL CONTRACTOR
Name: [illegible]
License No: [illegible]
Expiration Date: [illegible]
Status: [illegible]
Address: [illegible]
City: [illegible]
State: [illegible]
Zip: [illegible]
Phone: [illegible]
Email: [illegible]
Charter: [illegible]
Secretary: [illegible]

CHARLES EDMUND
SECRETARY

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