

1 **WHEREAS**, a competitive bid process for the construction services
2 related to the drainage improvements was followed with the issuance of
3 Invitation to Bid (ITB) No. 1617-11-006, entitled “Paving & Drainage
4 Improvement for Sub-Basin 59/60”; and

5
6 **WHEREAS**, a total of nine bids were received and Maggolc Inc.
7 was the low responsive bidder, after the lowest bidder was found to be
8 non-responsive; and

9
10 **WHEREAS**, Maggolc Inc. is a Certified General Contractor (GC)
11 and a Certified Underground Utility and Excavation Contractor license
12 registered with the Florida Department of Business and Professional
13 Regulation; and

14
15 **WHEREAS**, the Village desires to enter into a contract with
16 Maggolc, Inc. for the amount of \$853,302.68 to provide the services
17 detailed in the ITB.

18
19 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND**
20 **VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY,**
21 **FLORIDA, AS FOLLOWS:**

22
23 **Section 1.** The selection of Maggolc Inc. pursuant to ITB No.
24 1617-11-006, entitled “Paving & Drainage Improvement for Sub-Basin
25 59/60” is hereby approved.

26
27 **Section 2.** The Village Manager is authorized to enter into a
28 contract agreement with Maggolc, Inc. and issue a purchase order
29 for the amount of \$853,302.68 to fund the construction services related
30 to the drainage improvements for Sub-Basin 59/60 as further detailed
31 under ITB No. 1617-11-006, attached as Exhibit “A”.

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33 **Section 3.** This Resolution shall become effective upon adoption.

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36 PASSED and ADOPTED this 3rd day of July, 2017.

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40 Attest:

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DocuSigned by:
Missy Arocha
6EDC211E5E8C48C...
Missy Arocha
Village Clerk

DocuSigned by:
Eugene Flinn
3B8854AD569F494...
Eugene Flinn
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

DocuSigned by:
Dexter W. Lehtinen
1B1D08E71321445...
Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Karyn Cunningham YES
- Council Member David Singer YES
- Council Member Larissa Siegel Lara YES
- Vice-Mayor John DuBois YES
- Mayor Eugene Flinn YES

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

SUB-BASIN 59/60 PAVING AND DRAINAGE IMPROVEMENTS

ITB NO.:

1617-11-006

DUE DATE:

MONDAY, APRIL 10TH 2017

on or before 3:00 p.m. EST
Municipal Building

ISSUED: WEDNESDAY, MARCH 8TH 2017

CONTACT PERSONS:

Director of Public Services
Corrice Patterson
Village of Palmetto Bay
cpatterson@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Village Managers Office - Procurement Division
L.Pittser@palmettobay-fl.gov



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SECTION 1.0: Advertisement

**INVITATION TO BID (ITB)
No. 1617-11-006**

SUB-BASIN 59/60 PAVING AND DRAINAGE IMPROVEMENTS

The Village of Palmetto Bay, Florida is soliciting bids for Sub-Basin 59/60 Paving and Drainage Improvements. The Village will receive sealed bids no later than 3:00 p.m. on or before Monday the 10th day of April, 2017 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, five (5) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

A mandatory, pre-bid meeting is scheduled for Wednesday, March 22nd, 2017 at 10:00 a.m. at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Wednesday, March 8th, 2017. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, lpittser@palmettobay-fl.gov.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

SECTION 2.0: Introduction

**VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")
SUB-BASIN 59/60 PAVING AND DRAINAGE IMPROVEMENTS (the "Project")**

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

The nature and scope of this project is:

Construct a paving and drainage improvement project for the Village of Palmetto Bay (Invitation to Bid# 1617-11-006). The Project primarily consists of the drainage area on SW 82nd Avenue from SW 152nd Street to SW 160th Street, SW 81st Avenue from SW 152nd Street to SW 155th Street, and SW 81st Avenue north of SW 160th Street. The Project shall include but not be limited to roadway improvements, drainage improvements, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the contractor. Construction of this Project will require close coordination with the Village and Engineer.

All bids must be on a Lump Sum Price basis per the Proposal Form.

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.00 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

3.01 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist (L.Pittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

Examination of Site

3.01.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that Bidder is not responsible for the design of the Project; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project Site to its full satisfaction, including any existing work or improvements in place, and have determined that the same are fit and proper to receive the Work in their present condition and Bidder waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by Owner and Engineer; (d) familiarize himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which

pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

3.01.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.

3.01.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.02 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Village Managers Office – Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by Monday, April 3rd 2017 no later than 3:30pm.

3.03 Addenda to ITB

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

3.04 Proposal Withdrawal and Opening

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

3.05 Revision of Bids

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at https://www.municode.com/library/#/il/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

3.10 Certification

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards

10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

3.13 Insurance

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage - designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall

have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Company shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Public Service Office, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.16 Submittal of One Bid Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

3.17 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at

its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the particular term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

3.18 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.19 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.20 Contract Time

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

3.21 Liquidated Damages

Provisions for liquidated damages are set forth in the Contract.

3.22 Litigation

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.23 Sub-contractors

If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications

of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder and the Bid Security of that Bidder shall be forfeited. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.

In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

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

3.24 Indemnification

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.25 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and highest grade workmanship.

3.25.1 Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Project Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.05, 6.05.A and 6.05.B of the General Conditions which may be supplemented in the Supplementary Conditions.

3.26 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) - (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:
https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.27 Force Majeure

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

3.28 Work Delays

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village; or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

3.29 Bid Guaranty

Bid must be accompanied by a bid guaranty in the form of a certified bank check (payable to the Village of Palmetto Bay) or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding \$50,000.00 a bid guaranty is not required.

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

3.30 PERFORMANCE AND MAINTENANCE BONDS

Within ten (10) days of the award of contract, the Contractor shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the Village of Palmetto Bay. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding \$50,000.00 a performance and maintenance bonds are not required.

- a. A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor from the date of final acceptance of the work.
- b. A Labor Payment Bond

(End of Section)

SECTION 4.0: Scope of Services

BID SPECIFICATIONS

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

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

Construct a paving and drainage improvement project for the Village of Palmetto Bay ITB #1617-11-006. The Project primarily consists of the drainage area on SW 82nd Avenue from SW 152nd Street to SW 160th Street, SW 81st Avenue from SW 152nd Street to SW 155th Street, and SW 81st Avenue north of SW 160th Street. The Project shall include but not be limited to roadway improvements, drainage improvements, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the contractor. Construction of this Project will require close coordination with the Village and Engineer.

All bids must be on a Lump Sum Price basis per the Proposal Form.

It is proposed that the Project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the Total Bid Amount per the Bid form submitted and the estimated time of completion.

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

CONTINUED ON NEXT PAGE

4.1

Bid Form

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS	30,000. ⁰⁰	30,000. ⁰⁰
102-1	Maintenance of Traffic	1	LS	8,000. ⁰⁰	8,000. ⁰⁰
104-10	Stormwater Pollution Prevention Plan	1	LS	1,000. ⁰⁰	1,000. ⁰⁰
110-1	Clearing and Grubbing	1	LS	20,000. ⁰⁰	20,000. ⁰⁰
110-2	Existing Structures - To Be Removed	6	EA	400. ⁰⁰	2,400. ⁰⁰
327-1	Milling Existing Asphalt (1" Minimum)	4,600	SY	4. ⁰⁰	18,400. ⁰⁰
331-1	Saw cut, remove asphalt, rework limerock base (4" Minimum), and install Asphaltic Concrete Structural Course, FDOT Type SP-9.5 (1" Minimum)	800	SY	10. ⁰⁰	8,000. ⁰⁰
331-2	Remove existing asphalt and limerock, replace with top soil (2" Minimum)	200	SY	10. ⁰⁰	2,000. ⁰⁰
331-3	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	14,000	SY	8.33	116,620. ⁰⁰
425-1	Type "C" Catch Basin	17	EA	2,832. ⁰⁰	48,144. ⁰⁰
425-2	Manholes (Type P-7)	22	EA	3,700. ⁰⁰	81,400. ⁰⁰
425-3	Manholes (Type J-7)	4	EA	4,020. ⁰⁰	16,080. ⁰⁰
425-4	Manhole (Doghouse)	1	EA	3,500. ⁰⁰	3,500. ⁰⁰
425-5	Core Drill Existing Inlet	7	EA	300. ⁰⁰	2,100. ⁰⁰
425-6	Adjusting Existing Utility Covers	1	LS	1,000. ⁰⁰	1,000. ⁰⁰
430-1	Polyethylene Pipe Culvert (12" HDPE Pipe)	10	LF	40. ⁰⁰	400. ⁰⁰
430-2	Polyethylene Pipe Culvert (15" HDPE Pipe)	700	LF	55. ⁰⁰	38,500. ⁰⁰
430-3	Polyethylene Pipe Culvert (18" HDPE Pipe)	1,100	LF	60. ⁰⁰	66,000. ⁰⁰
430-4	12" x 18" HDPE Reducer	2	EA	300. ⁰⁰	600. ⁰⁰

Maggolo Inc.

443-1	French Drain (18" HDPE Pipe)	2,200	LF	118. ⁰⁰	259,600. ⁰⁰
522-1	Concrete Sidewalk, 6" thick	40	SY	60. ⁰⁰	2,400. ⁰⁰
522-2	ADA Detectable Warning Pad	10	EA	150. ⁰⁰	1,500. ⁰⁰
524-1	Asphalt Aprons (2" Minimum)	300	SY	25. ⁰⁰	7,500. ⁰⁰
524-2	Asphalt Driveway Restoration (2" Minimum)	1	LS	2,500. ⁰⁰	2,500. ⁰⁰
660-1	Traffic Loops	2	EA	1,500. ⁰⁰	3,000. ⁰⁰
711-1	Signing and Pavement Markings	1	LS	8,000. ⁰⁰	8,000. ⁰⁰
SG-1	Swale Grading	650	LF	6. ⁰⁰	3,900. ⁰⁰
SR-1	Site Restoration	1	LS	38,000. ⁰⁰	38,000. ⁰⁰
A-1	Allowance	1	LS	\$50,000	\$50,000.00
SUBTOTAL					840,544. ⁰⁰
					\$150.50
PF	Permit Fee				12,608. ¹⁸
AIPP	Art in Public Places (Subtotal x 1.5%)				853,302. ⁶⁸
TOTAL					853,302. ⁶⁸

TOTAL BID AMOUNT

TOTAL BID AMOUNT (IN WORDS) \$ 853,302.⁶⁸
Eight Hundred Fifty Three Thousands,
three Hundred Two and 68/100 MS.
sixty Eight Cents.

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 110-2 includes all costs associated with the removal and disposal of existing drainage structures, associated piping, or concrete slab covered trench impacted or to be replaced with the new drainage system. This bid item is to include all costs associated with filling/abandoning any existing, adjacent trench or French drain. Filling shall be with a suitable fill or grout.
6. Bid Item 327-1 includes all costs associated with milling the project area as shown on the plans and details.
7. Bid Item 331-1 includes all costs associated with saw cutting, removing asphalt, reworking limerock base, and restoring asphalt to match existing grade prior to the final overlay as shown on the plans. All asphalt costs

Maggole Inc.

- associated with the final overlay shall be included in Bid Item 331-3.
8. Bid Items 331-2 includes all costs associated with removing existing asphalt and limerock base as shown on the plans. The costs shall include the installation of topsoil and preparation of the area for sod. Costs associated with sod and swale restoration shall be included in Bid Item SR-1.
 9. Bid Item 331-3 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase. This resurfacing bid item includes costs to provide a smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 430-1, 430-2, 430-3, 430-4, and 443-1 and as called out in Bid Items 331-1, 524-1, and 524-2.
 10. Bid Items 425-1, 425-2, 425-3, 425-4, and 425-5 includes all costs associated with installing inlets and manholes, all baffles, modifying/core drilling existing structures, existing pipe modifications, and all drainage pipe connections per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details.
 11. Bid Item 425-6 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers prior to the overlay process.
 12. Bid Items 430-1, 430-2, 430-3, 430-4, and 443-1 includes all costs associated with installing High Density Polyethylene (HDPE) pipe culvert, French drain, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and sub base as needed, complete trench backfill and compaction, testing, and asphalt restoration per the plans and details.
 13. Bid Item 522-1 includes all costs associated with removing and installing concrete sidewalk/ramps as shown on the plans. The costs include removal and installation of sidewalk, all associated excavation, management of excavated materials, new limerock and sub base as needed, backfill and compaction, testing, and ADA compliance for all sidewalk/ramp installations. This Bid Item is not to be used for any existing concrete impacted by adjacent roadway or drainage improvement work.
 14. Bid Item 522-2 includes all costs associated with installing ADA detectable warning pads.
 15. Bid Item 524-1 includes all costs associated with installing asphalt aprons at new and existing catch basins. This bid item shall also include costs associated with base preparation, 4" compacted limerock base, retaining walls and/or soil grading if required by adjacent grades to front of sidewalk.
 16. Bid Item 524-2 includes all costs associated with restoring an asphalt driveway as shown on the plans. This bid item shall include costs associated with all grading, base preparation, 4" compacted limerock base, asphalt installation, and new fill as required by adjacent grades.
 17. Bid Item 660-1 includes all costs associated with installing new traffic signal loops as shown on the plans. This bid item shall also include costs and coordination associated with the Miami-Dade County Public Works Department for permitting and loop installation/inspection.
 18. Bid Item 711-1 includes all costs associated with installing signing and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
 19. Bid Items SG-1 includes all costs associated with grading the existing swales as shown on the plans. The costs shall include excavation and management of excavated material. Costs associated with sod and swale restoration shall be included in Bid Item SR-1.
 20. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to drainage work including but not limited to asphalt and base removal, pipe culvert, French drain, catch basins, etc. Any swale areas impacted by the contractor outside of drainage work such as asphalt overlay, pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, landscaping, trees, excavation, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

4.02

TRENCH SAFETY

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

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A. <u>Trench Box</u>	<u>LF</u>	<u>20</u>	<u>\$ 30.⁰⁰</u>	<u>\$ 600.⁰⁰</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

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

END OF SECTION

SECTION 6

6.00 Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, five (5) copies and a CD or flash drive of your submittal no later than 3:00pm EST April 10th, 2017.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from Section:**

Introduction letter with contact information
Years in Business
Lead team information
Section 8 (Required Proposal Forms)
Bid Form
5% Bid Bond
Trench Safety Acknowledgement
Addendum Acknowledgement

- C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission. A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.**

END OF SECTION

SECTION 7.0: Evaluation and Selection Criteria

7.00 Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact proposers for additional essential information to complete their score.

END OF SECTION

SECTION 8.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Wednesday, March 8 th , 2017	Posted on Daily Review and Villages' Website	
Mandatory Pre-Proposal Meeting	Wednesday, March 22 nd , 2017	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	10:00 AM
Last day to Submit Questions	Monday, April 3 rd , 2017	Via Email to Lpittser@palmettobay-fl.gov	3:30 pm
Proposal Submission Date	Monday, April 10 th , 2017	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm

8.01 Contract Award

A. Proposal Retention and Award

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

B. Competency and Responsibility of Company

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

C. Contract Requirement.

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

"Continued on Next Page"

D. Insurance Requirements.

The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

E. Business License & Tax.

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

F. Failure to Accept Contract.

The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Completion of Contract.

The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid form have been completed.

END OF SECTION

SECTION 9.0: Required Bid Submittal Forms

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 companies 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 Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
Striping	Road runner Striping Tech. Inc.	9804 NW 80 Ave Hialeah Gardens, FL 33016	305-300-9279 F-305-889-1446
Signalization	AGC Electric Inc.	2660 W 79 St. Hialeah, FL 33016	305-823 2280 F-305-828-4515
C&G Milling & Paving Inc.	C&G Milling & Paving Inc.	1 North Krome Ave Suite 100 Homestead, FL 33080	305-247-0881

Maggole Inc.

REFERENCES

Each proposal must be accompanied by a list of at *five (5)* references, which shall include all the information requested below:



FORM

Solicitation Information: Sub-Basin 50/60 Paving and Drainage Improvements
Invitation to Bid No. 1617-11-006

Name of Company: Maggolo Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent.

Contracted Services Information:
Scope of Work: Sub-Basin 10 (SW 88 Ave) Paving & Drainage
Contract Amount: \$ 922,633.25

Length of Contract: 150 calendar days.
Would you enter into a contract with the Company in the future? Yes No
Were the services provided acceptable and of quality standards: Yes No
Was the Company responsive to your requests and resourceful with the task? Yes No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No
If you responded no to any of the above please provide details:

Comments:
Wouldn't have a problem working with Maggolo Inc
again if contractor wins Bid.

Name of Public Entity/Company: Village of Palmetto Bay Public Services

Dimmy Casab Field Operations Supervisor

FORM

Solicitation Information: Sub-Basin 50/60 Paving and Drainage Improvements
Invitation to Bid No. 1617-11-006

Name of Company: Maggola Inc.

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Drainage Improv. Project
№ 20140165

Multiple Sites

Length of Contract: 180 Days

Would you enter into a contract with the Company in the future? Yes No

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted

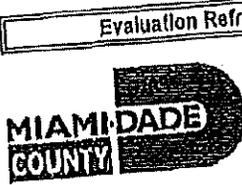
services? Yes No

If you responded no to any of the above please provide details:

Comments: See attached documents

Name of Public Entity/Company:

Evaluation Refresher: [Do's and Don'ts](#) [Process and Procedures](#) [Q & A's](#) [Help](#)



MIAMI-DADE COUNTY, FLORIDA
 Capital Improvements Information System
 Public Works and Waste Management
 Contractor Evaluation

MCC Contract: PW 20140165
 Contractor: MAGGOLC, INC.

Evaluation Type: Standard Evaluation
 FEIN: 203345776
 Award Amount: \$357,012.00

Department Contact: Pedro M. Marsan (305) 253-1710

Site Project Name: SR 112 and SR 112

Site Location: SR 112 and SR 112

Evaluator ID: fabr

Date: 12/11/2015

Period: Select Evaluation Period...

	Rating *				N/A	Criteria
	4	3	2	1		
1-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Vision - Design - Concepts or adherence to criteria.
4-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Commitment - Intangibles & contribution to project success.
10-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Personnel - Quality and dedication of project staff.
11-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Management - Leadership ability.
12-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Quality - Work performed correctly the first time.

Overall Performance Average: 3.75

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting: Pedro Marsan at phone# (305) 253-1710

Evaluation Reviewed by: Supervisor Division Chief Assistant Director Director
 Reviewer Name: Select Reviewer Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail EMail Fax
 Hand

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

FORM



Solicitation Information: Sub-Basin 59/60 Paving and Drainage Improvements
Invitation to Bid No. 1617-11-006

Name of Company: Maggolo Inc.

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Drainage Improv. Project - Multiple Sites
№ 20140177

Length of Contract: 240 consecutive calendar days

Would you enter into a contract with the Company in the future? Yes ___ No

Were the services provided acceptable and of quality standards: Yes ___ No

Was the Company responsive to your requests and resourceful with the task? Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes ___ No

If you responded no to any of the above please provide details:

Comments:

Excellent company and very responsible.

Name of Public Entity/Company:

Department of Transportation and Public Works DTPW

Project Manager: Alfonso Duran

MS 4/10/17



FORM

Solicitation Information: Sub-Basin 59/60 Paving and Drainage Improvements
Invitation to Bid No. 1617-11-006

Name of Company: Maggolc Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Stormwater Improvements
subbasin F-1

Length of Contract: 180 Calendar Days

Would you enter into a contract with the Company in the future? Yes No

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments:

Maggolc, Inc. is a responsive client oriented company.

Name of Public Entity/Company:
City of Doral



FORM

Solicitation Information: Sub-Basin 59/60 Paving and Drainage Improvements
Invitation to Bid No. 1617-11-006

Name of Company: Maggolo Inc.

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Beacon Project Area Improv. Phase II

Length of Contract: 6 months

Would you enter into a contract with the Company in the future? Yes No

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company:

City of Miami

Robert Fenton.

Cell - 786 - 263 - 2133



FORM

Solicitation Information: Sub-Basin 59/60 Paving and Drainage Improvements
Invitation to Bid No. 1617-11-006

Name of Company: Maggole Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Beacon Project Area Improvement Phase I

Length of Contract: 6 months

Would you enter into a contract with the Company in the future? Yes No

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company:

City of Miami

Robert Fenton
Cell - 786-263-2133



FORM

Solicitation Information: Sub-Basin 59/60 Paving and Drainage Improvements
Invitation to Bid No. 1617-11-006

Name of Company: Maggole Inc.

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: NW 18 PL Roadway and Drainage Improv.

Length of Contract: 4 months

Would you enter into a contract with the Company in the future? Yes No

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company:

City of Miami

Robert Foulon
cell - 786-263-2133

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Mario Gonzalez

Title: _____

President

Company Name: _____

Maggole Inc.

Date: _____

4/10/2017

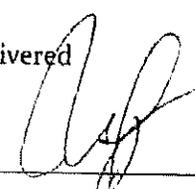
NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE) SS:

Mario Gonzalez being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Maggole Inc the Company that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or a sham Bid;
- (4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: 

Name (typed): Mario Gonzalez

Title: President

Company Name: Maggole Inc

Date: 4/10/2017

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 10 day of, ^{April} 2017, before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal



NOTARY PUBLIC, STATE OF FLORIDA



ANA I. VALDES
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF008361
Expires 8/10/2019

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

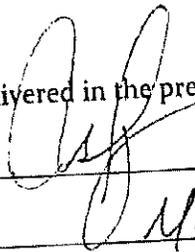
(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

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

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

Signed, sealed and delivered in the presence:

Signature of Official: 

Name (typed): Mario Gonzalez

Title: President

Company Name: Maggolo Inc.

Date: 4/10/2017

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 10 day of, ^{April} 2017 before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA



ANA I. VALDES
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF908361
Expires 8/10/2019

NOTARY PUBLIC
SEAL OF OFFICE:

Ana I. Valdes

(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA
by: Mario Gonzalez / President
(print individual's name and title)

for: Maggole Inc.
(print name of entity submitting sworn statement)

whose address
is: 11020 SW 55 St Miami, FL 33165

and (if applicable) its Federal Employer Identification Number (FEIN) is:
20-3345775

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, 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 12101-12213 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, 29 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official: [Signature]
Name (typed): Mario Gonzalez
Title: President
Company Name: Maggolo Inc.
Date: 4/10/2017

ACKNOWLEDGMENT

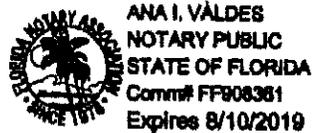
State of Florida

County of Miami - Dade

On this 10 day of April, 2017, before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:

[Signature]

(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(COMPANY / BIDDER DISCLOSURE)

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Mario Gonzalez 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:

11020 SW 55 St. Miami, FL 33165
Federal Employer Identification Number (If none, Social Security Number)

20-3345775

Continued on next page

Name of Entity, Individual, Partners or Corporation

Maggolo Inc.

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

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Mario Gonzalez	11000 SW 55 St. Miami, FL 33165	100%
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, 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:

None

Signature of Official: 

Name (typed): Mario Gonzalez

Title: President

Company Name: Maggola Inc.

Date: 04/10/2017

ACKNOWLEDGMENT

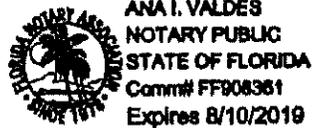
State of Florida

County of Miami-Dade

On this 10 day of ^{April} 2017, before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:

[Signature]

(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

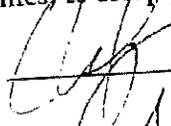
- Did take an oath or
- Did not take an oath.

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We Maggolo Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Project Sub Basin 59/60 P&D, ITB# 1617-11-006, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of

C & R Milling and Paving Inc.
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: 

Name (typed):

Mario Gonzalez

Title:

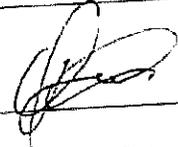
President

Company Name:

Maggolo Inc.

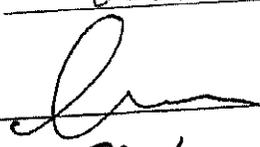
Date:

4/10/2017

Attest: 

Print Name:

OLGA LEON

Attest: 

Print Name:

Gabriela Gonzalez

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We Maggola Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Project: Sub Basin 59/60 Paving ITB# 1617-11-006, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of Road Runner Striping Tech. Inc. (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: [Signature]

Name (typed): Maria Gonzalez

Title: President

Company Name: Maggola Inc.

Date: 4/10/17

Attest: [Signature]

Print Name: OLGA LEON

Attest: [Signature]

Print Name: Gabriela Gonzalez

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We Maggola Inc (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Project Subbasin 59/60 P&D ITB# 1617-11-006, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of CR M.H.G. AGC Electric Inc (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: [Signature]
Name (typed): Mario Gonzalez
Title: President
Company Name: Maggola Inc
Date: 4/10/17

Attest: [Signature]
Print Name: OLGA LEON

Attest: [Signature]
Print Name: Gabriela Gonzalez

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Maggole Inc or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Mario Gonzalez

Title: President

Company Name: Maggole Inc.

Date: 4/10/2017

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 10 day of April, 2017, before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA



Continued on next page



ANA I. VALDES
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF908361
Expires 8/10/2019

NOTARY PUBLIC
SEAL OF OFFICE:



(Name of Notary Public: Print, Stamp or
Type as commissioned.)

Personally known to me, or
 Produced identification:

(Type of Identification Produced)

Did take an oath or
 Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

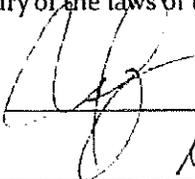
The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No

Executed on Miami, FL at 04/10/2017 8:00 AM
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 
Name (typed): Mario Gonzalez
Title: President
Company Name: Maggole Inc.
Date: 04/10/2017

Form **W-9**
(Rev. August 2013)
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) Maggolo Inc.

Business Name (disregards entity name, if different from above)

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions).
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
11020 SW 55 ST

City, state, and ZIP code
Miami, FL 33165

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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

--	--	--	--	--	--	--	--	--	--

Employer identification number

20	-	33	45	77	5
----	---	----	----	----	---

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

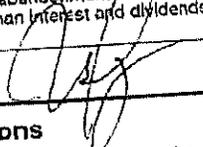
Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶



Date ▶ 04/10/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. **Future developments.** The IRS has created a page on IRS.gov for information about Form W-9. at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding, or
3. 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, and

1. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
Maggolc, Inc. (hereinafter called the Principal), and
Berkley Insurance Company (hereinafter called the Surety), a Corporation
chartered and existing under the laws of the State of Delaware with its principal offices in the
Village of ^{Wilmington} and authorized to do business in the State of Florida, and the Village of Palmetto Bay, and
having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay,
are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of
Five Percent of Amount Bid Dollars (\$ *****5%*****),
good and lawful money of the United States of America, to be paid upon demand of the said Village, to
which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

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

VILLAGE OF PALMETTO BAY (the "Village")
Sub-Basin 59/60 Paving and Drainage Improvements

for said Village, and;

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

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contract Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the

Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Maggolc, Inc., as "Principal" herein has caused these presents to be signed in its name, by its President Berkley Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, under its corporate seal, this 10th day of April, and attested by its See Power of Attorney Attached, A.D., 20 17.

ATTEST:

[Signature]
Olga Leon
Secretary (Title)

Maggolc, Inc.

By:

[Signature]
(Principal)

ATTEST:

See Power of Attorney Attached

By:

Berkley Insurance Company
[Signature]
(Surety) Attorney-in-Fact
Michael A. Bonet

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Roy V. Fabry or Michael A. Bonet of Kahn-Carlin & Co., Inc. of Miami, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of July, 2013.

Attest:

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of July, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 10 day of September, 2017

(Seal)

Andrew M. Tuma

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the verification sent at the bottom is embossed. The background imprint, warning, and verification instructions (on reverse) must be in blue ink.



ADDENDUM NO. 1

Date: March 27, 2017

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Minutes of Mandatory Pre-Bid Meeting, March 22nd 2017
Invitation to Bid No. 1617-11-006
Sub-Basin 59/60 Paving & Drainage Improvements

This Addendum forms a part of the Invitation to Bid No. 1617-11-006 (ITB) Package Document with any amendments and/or additions noted below.

Minutes of the Mandatory Pre-Bid Meeting for March 22nd, 2017

- Meeting started at 10:18 am on March 22nd 2017, Litsy Pittser, Procurement Specialist for the Village of Palmetto Bay began the meeting by reading the Invitation to Bid ITB# 1617-11-006, she stated in attendance was Mrs. Corrice Patterson, Director of Public Service and Mr. Gary Ratay Engineer for Kimley-Horn. I would like to state that this meeting is being recorded and you will receive through an addendum the transcript of this meeting. I also wanted to state that this is a mandatory pre-bid meeting; I also wanted to put that for record. Litsy Pittser read the schedule of events for this ITB, went over the minimum requirements, stated that a 5% bond is due with the ITB proposal and if chosen, there will be a performance bond, labor and materials bond. Litsy Pittser also reiterated that we are still in a "Cone of Silence". After announcements the meeting was turned over to Mr. Gary Ratay and Ms. Corrice Patterson.
- Hi I am Corrice Patterson, Director of Public Services some of our staff that will be on sight is Mr. Danny Casals which is not here today, but Gary and his staff of Kimley-Horn will be on sight as well. Mr. Ratay will go over the scope of the project. Any questions about the bid items are as and the documents will be modified depending on the bid amount and it can also go into our next fiscal year which starts October 1st depending on that amount. We figured we will start the project this year and finish next fiscal year.
- Mr. Gary Ratay, Kimely Horn and Associates started going over the scope that is on the ITB. Basically it's a roadway paving and drainage improvement project on 82nd Avenue from 154th down

to 160th there is some work on the roadway slightly East of that, but the majority of the work is on 82nd and what we are looking to do is basically modify the existence drainage system by installing new inlets throughout connecting those inlets together incorporation actual trenching trench for water quality treatments and it will be milling and resurfacing the asphalt. The milling is not milling the actual road but milling the edge of the road so when we do the final overlay we can do we can tie in all the driveway inlets and connection points with nice smooth transitions. There was a few locations on the roadway looked like there were a few areas that the asphalt was in pretty bad shape, so if you see on the paving plans there are some areas where we state removing the asphalt or rework the lime rock a little bit. We also are pretty specific as to the trench restoration where you are doing piping and filtration trench improvements as far as restoring the trench and putting the asphalt down that's all in the price of the pipe and we also do not want you to get more that a 1000 ft. of that exposed trench before you're coming back at least putting down the first lift of asphalt to minimize the amount of exposed trench at least to try to keep this a little bit cleaner as we are working. Once that first lift is down then after I said you do some milling the entire project will get a complete overlay. That is all detailed, as a part of your bid look at Specs Section 01150 because basically it goes over every bid item, it forms and defines every measurement as to what is supposed to be included so I think it will answer a lot of your questions as far as what costs go where. So that is primarily the scope of the work. As far as the construction goes we will be focusing on maintenance of traffic plans for approval because 82nd Avenue there is a lot of flow on that road. So, we will be looking for traffic plans, making sure they are put in place correctly and aimed on safety for you guys as well as the community. Coordination with the community is very important to make sure that we will be maintaining access to the property at all times as best as we can. We would like to minimize impact to the community as much as possible during construction. Substantial completion will be 150 days with final completion at 180 days.

- Ms. Corrice Patterson reiterated that 82nd Avenue is one of the main connectors which impacts a middle school and two of the elementary schools so, maintenance of traffic will be very important on this particular road. This is a mandatory pre-bid meeting and only the companies that are here will be responding to the bid. We also recommend that you visit the sights and the area where the work will be done.

PLEASE NOTE THAT THE Q & A SESSION WAS RECORDED VERY LOW AND THEREFORE I WAS NOT ABLE TO CAPTURE WHAT WAS SAID. IF YOU HAD QUESTIONS THAT DAY OR WOULD LIKE TO SUBMITT ANY QUESTIONS, PLEASE FEEL FREE TO EMAIL ME THEM AND I WILL SEND OUT ANOTHER ADDENDUM.

Thank you,

Litsy C. Pittser
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION



Amendment/Modification No: 1

Amendment of ITB No: 1617-11-006

Title: Sub/Basin 59/60 Paving & Drainage Improvements

Name of Proposer Maggold Inc.

Date Addendum Received 3/28/17

Total Pages of Addendum including Acknowledgement 3

Print Name Mario Gonzalez

Signature [Handwritten Signature]

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in your proposal from being rejected.



ADDENDUM NO. 2

Date: April 4, 2017
To: All Interested Parties
From: Litsy Pittser, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Re: ITB# 1617-11-006- Sub-Basin 59/60 Paving and Drainage Improvements

This Addendum forms an integral part of the above referenced Invitation to Bid (ITB) Package Document dated Wednesday, March 8th, 2017. Addendum #1 also provides answers to the questions proposed in regard to the ITB# 1617-11-006, SUB-BASIN 59/60 PAVING AND DRAINAGE IMPROVEMENTS.

On Monday, March 20, 2017 4:38 PM Yordanka Perez, Lunacon Construction Group, Corp. sent the following question.

Question #1. "I would like to know if there is a budget for this project or engineer's estimate."

Village Response: Yes, the Village has a recommended budget for FY16-17 and an engineer cost estimate for the project. The Village in accordance with this ITB is requesting each prospective bidder to provide a reasonable schedule of value based on the construction plans and bid specifications provided by the engineer of record for this project.

On Monday, April 03, 2017 at 12:21 PM Michael Padykula, Straight Ahead Construction, Inc. sent the following question:

Question #2: "Can you please provide bid tabulations for previous projects that fall within the same scope of the referenced bid?" "If you require any information for this inquiry please let me know."

Village Response: The Village has determined to the best of its ability that there are no previous projects that fall within the same scope (location, quantities, size, etc.) of ITB# 1617-11-006, therefore no bid tabulations are available in response to the question provided by Michael Padykula, Straight Ahead Construction, Inc.

Thank you,

Litsy C. Pittser
Procurement Specialist

CC: Gary Ratay, P.E., Kimley-Horn & Associates

9705 East Hibiscus Street, Palmetto Bay, Florida 33157

Tel: 305.259.1234 • Fax: 305.259.1290

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION



Amendment/Modification No: 2

Amendment of ITB No: ITB# 1617-11-006

Title: SUB-BASIN 59/60 PAVING AND DRAINAGE IMPROVEMENTS

Name of Proposer Maggole Inc.

Date Addendum Received 4/5/17

Total Pages of Addendum including Acknowledgement 2

Print Name Mario Gonzalez

Signature [Handwritten Signature]

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in your proposal from being rejected.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**GONZALEZ, MARIO H
MAGGOLC INC
11020 SW 55TH STREET
MIAMI FL 33165**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CUC1224888 ISSUED: 06/30/2016

**CERT UNDERGROUND & EXCAV CNTR
GONZALEZ, MARIO H
MAGGOLC INC**

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2018 L1608230001071

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CUC1224888	



The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

**GONZALEZ, MARIO H
MAGGOLC INC
11020 SW 55TH STREET
MIAMI FL 33165**





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

(850) 487-1395

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

GONZALEZ, MARIO H
MAGGOLC INC
11020 SW 55TH STREET
MIAMI FL 33165

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

RG291103844 ISSUED 08/02/2015

REGISTERED GENERAL CONTRACTOR
GONZALEZ, MARIO H
MAGGOLC INC
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

HAS REGISTERED under the provisions of Ch. 489 FS.
Expiration date AUG 31, 2017 L1508020001221

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

RG291103844

The GENERAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2017

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

GONZALEZ, MARIO H
MAGGOLC INC
11020 SW 55TH STREET
MIAMI FL 33165





CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E251302

MAGGOLC INC

D.B.A.:

GONZALEZ MARIO

Is certified under the provisions of Chapter 10 of Miami-Dade County

0085aa

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



5684064

BUSINESS NAME/LOCATION

MAGGOLC INC
11020 SW 55 ST
MIAMI FL 33165

RECEIPT NO.

RENEWAL
5928487

EXPIRES
SEPTEMBER 30, 2017

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
MAGGOLC INC

Worker(s) 1

SEC. TYPE OF BUSINESS

196 SPECIALTY ENGINEERING CONTRACT
E251302

PAYMENT RECEIVED
BY TAX COLLECTOR

\$75.00 07/14/2016

CREDITCARD-16-040505

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

MAGGOLC INC.

ENGINEERING CONTRACTOR - LIC: E-251302
11020 SW 55 ST., MIAMI, FL 33165
PHONE: 786-291-2949 FAX: 786-472-8831
maggolc@yahoo.com

CONTRACTS PERFORMED BY MAGGOLC INC.

- 1-Drainage Improvement for NW 22 CT from NW 107 ST to NW 112 ST, (\$318,000) (Miami-Dade County Public Works Dept., Completed Dec. 2007). (Alberto Estevez 786-256 2627). (esteva@miamidade.gov)
- 2-Various Park Parking Lot Re-stripping & Wheel Stop Replace. (\$24,500) (Miami-Dade Park and Recreation Dept. Completed March 2008). (305-596 4460)
- 3-Seal Coat and Re-stripping of Station 13/ Logistics Parking Area. (\$19,000) (Miami-Dade Fire Rescue Dept. Completed July 2008). (786-331 4529)
- 4-Norman and Jean Reach Park/Foul ball Netting. (\$25,000) (Miami-Dade Park and Recreation Dept., Completed June 2008). (305-596 4460)
- 5-Olympic Park Concrete Sidewalk Construction. (\$184,000) (Miami-Dade Park and Recreation Dept., Completed July 2008). (Dan Crawford 305-596 4460) (dc93@miamidade.gov)
- 6-Dolphin Archaeological Site Concrete Sidewalk Construction. (\$114,084) (Miami-Dade Park and Recreation Dept., Completed July 2008). (Dan Crawford 305-596 4460) (dc93@miamidade.gov)
- 7-Countywide Repair of Existing Asphalt Pavement. (Milling & Resurfacing) (\$949,990) (Florida Department of Transportation, Dist. Six, Executed the year 2008 and renewed for to year 2009 and 2010, Completed June 2011). (Janice Corn 305-256 6359) (Janice.corn@dot.state.fl.us)
- 8-Countywide Intersections Improvement, Roadway and Drainage. (\$443,637) (Miami-Dade County Public Works Dept., Completed Dec. 2008). (Joaquin Rabassa 305-299 9822) (jra@miamidade.gov)
- 9-West Perrine Park Concrete Slabs, Sidewalks and Poured in Place. (\$34,000) (Miami-Dade Park and Recreation Dept., Completed January 2009). (305-596 4460)
- 10-West Little River Asphalt Driveways Phase IV-B. (\$68,000) (Miami-Dade County Office of Community and Economic Development, Completed January 2009). (Mario Berrios 786-469 2112) (mberr@miamidade.gov)
- 11-Brentwood Pool Park New Asphalt Walkways. (\$34,000) (City of Miami Gardens, Completed April 2009). (305-622 8000) (jallen@miamigardens-fl.gov)
- 12-Country Club of Miami Parcel 1169 & 1168-E New Asphalt Walkways. (\$178,000) (Miami-Dade Park and Recreation Dept., Completed July 2009). (Dan Crawford 305-596 4460) (dc93@miamidade.gov)
- 13-Country Club of Miami Grading, Sitework & Greens. (\$107,000) (Miami-Dade Park and Recreation Dept., Completed August 2009). (305-596 4460)
- 14-SR 907 (Alton Rd) at Allison Dr. for Drainage and Retention Improvements. (\$134,000) (FDOT, Completed December 2009) (Anthony Sabbag 305-256 6380) (anthony.sabbag@dot.state.fl.us)
- 15- West Little River Asphalt Driveways Phase IV-D. (\$35,000) (Miami-Dade County Office of Community and Economic Development, Completed December 2009). (Mario Berrios 786- 469 2112) (mberr@miamidade.gov)

- 16-District 2- Sidewalk Repair Project II (\$75,300) (Public Works Dep. City of Miami, Completed March 2010) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 17-Blue Road Roundabouts Re-Bid (\$145,000) (Public Works Dep. City of Coral Gables, Completed March 2010) (305-460 5018) (epino@coralgables.com)
- 18-Harbor Drive Lighting and Resurfacing Improvement (\$270,000) (Public Works Dep. Village of Key Biscayne April 2010) (786-255 6765) (anunez@keybiscayne.fl.gov)
- 19-District 1- Sidewalk Repair Project II (\$95,990) (Public Works Dep. City of Miami, Completed September 2010) (Fabiola Dubulsson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 20-Golden Shore Park Pavers Sidewalk (\$23,895.00) (Public Works Dep. City of Sunny Isles Beach, November 2010) (305-947 0606) (gbatista@sibfl.net)
- 21-AD Barnes Park Asphalt Walkways (\$86,615.00) (Miami-Dade Park and Recreation Dept., Completed December 2010) (305-755 7985) (rtolon@miamidade.gov)
- 22-Installation of Sidewalks and Ramps along NE 12 Ave (\$123,750.00) (Public Works Dep. City of North Miami, Completed December 2010) (Gerardo Hernandez 305-893 6511) (ghernandez@northmiamifl.gov)
- 23-Intersection Realignment SW 139 Terr & SW 140 Dr. and East Guava Street One Way Street Conversion (\$36,775) (Public Works Dep., Village of Palmetto Bay, Completed December 2010) (305-969 5011) (dcasals@palmettobay-fl.gov)
- 24-District #3 Citywide ADA Sidewalk Improvements, (\$107,414) (Public Works Dep. City of Miami, Completed February 2011) (Fabiola Dubuisson 305 416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 25- District #1 Citywide ADA Sidewalk Improvements, (\$155,523) (Public Works Dep. City of Miami, Completed May 2011) (Fabiola Dubuisson 305 416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 26- MIA Building 3050 Parking Lot Drainage & Asphalt Improvement (\$103,000) (Aviation Department Miami-Dade County, Completed May 2011) (Greg Tai 305-876 8444) (gtai@mikegconst.com)
- 27- MIA- NW 67 Ave & NW 36 Street Intersection Improvements (\$65,000), (concrete works) (Aviation Department Miami Dade County, Complete July 2011) (John Peterson 305-622 8000) (jpet@mikegconst.com)
- 28- District #4 Citywide ADA Sidewalk Improvements, (\$149,397) (Public Works Dep. City of Miami, Completed October 2011) (Fabiola Dubulsson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 29- Tamiami Canal Miccosukee Linear Park, Tamiami Trall and SW 122 Ave. (\$87,703) (Miami Dade Park & Recreation Department, Completed October 2011) (Ruben Teurbe Tolon 786-586 8360) (rtolon@miamidade.gov)
- 30- SW 19 Terrace Roadway and Drainage Improvements (\$184,585) (City of Miami, Capital Improvements Department, Completed October 2011) (Maurice Hardie 786-229 5463) (mhardie@miamigov.com)
- 31- SR 909 (Alton Road) at West 52 Street Drainage Improvement (\$138,000) (Florida Department of Transportation, Completed December 2011) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 32- Suncrest Drive & Moss Ranch Road Stormwater Improvements (\$ 110,000) (Village of Pinecrest, Public Works Dep., Completed December 2011) (Daniel Moretti 305-669 6916) (moretti@pinecrest-fl.gov)
- 33- Long Key State Park Roadway Improvements (\$149,230) (Florida Department of Environmental Protection, Completed February 2012) (Fred Hand 850-488 6322) (Fred.Hand@dep.state.fl.us)

- 34- District #2 Citywide ADA Sidewalk Improvements, (\$105,303) (Public Works Dep. City of Miami, Completed February 2012) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubulsson@miamigov.com)
- 35- SW 64 Street Corridor Improvement, (\$60,000) (Public Works Dep. City of South Miami, Completed February 2012) (Keith A. Ng 305-403 2072) (kng@southmiamifl.gov)
- 36- Long Key State Park Campground Entrance Modification (\$49,450) (Florida Department of Environmental Protection, Completed July 2012) (Fred Hand 850-488 6322) (Fred.Hand@dep.state.fl.us)
- 37- FDOT LAP Roadway Improvements Project (\$117,371) (Public Works Dep. City of Sweetwater, Completed July 2012) (Eric Gomez 305-553 5457) (egomez.egsc@att.net)
- 38- SR 94/SW 88 ST/ Kendall Dr. at SW 142 Ave (\$134,843) (Florida Department of Transportation, Completed October 2012) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 39- Phase IV Drainage Improvement Project (\$143,830) (Village of Palmetto Bay, Completed November 2012) (Danny Casals 305-969 5091) (dcasals@palmettobay-fl.gov)
- 40- Killian Park Road Stormwater Improvement (\$218,142) (Village of Pinecrest, Completed December 2012) (Daniel Moretti 305-669 6916) (moretti@pinecrest-fl.gov)
- 41- Progress Rd. Roadway and Drainage Improvements (\$105,522) (City of South Miami, Completed January 2013) (Jorge Vera 305-403 2072) (jvera@southmiamifl.gov)
- 42- ARRA Municipalities Group B: City of Miami Gardens Bus Shelters (\$894,000) (Miami Dade Transit, Completed March 2013) (Javier Salmon 786-473 4710) (jsalmon@miamidade.gov)
- 43- I-195/ Julia Tuttle from SR 5/ Biscayne Blvd to SR 907/ Alton Rd - Bike Path / Trail (\$121,520) (Florida Department of Transportation, Completed March 2013) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 44- NW 8th ST & NW 14 CT Roadway and Drainage Improvements (\$425,895) (City of Miami, Completed May 2013) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)
- 45- Friedland Manor Drainage Improvements (\$406,567) (City of Florida City, Completed June 2013) (Sean Compel 786-502-0770) (sean.compel@stantec.com)
- 46- SR 9 (NW 27 Ave), From NW 79 ST to NW 84 ST Roadway Improvements (\$119,000) (Florida Department of Transportation, Completed July 2013) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 47- Sidewalk Improvements along SR A1A/ Collins Ave @ SR 826/ NW 63 ST. (\$205,521) (Florida Department of Transportation, Completed October 2013) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 48- Doral Trolley Route 3 Infrastructure Improvements. (\$114,210) (City of Doral, Completed November 2013) (Rudy de la Torre 786-236-5912) (rudy.delatorre@cityofdoral.com)
- 49- Doral Trolley Infrastructure Improvements Citywide. (\$217,349) (City of Doral, Completed December 2013) (Rudy de la Torre 786-236-5912) (rudy.delatorre@cityofdoral.com)
- 50- Wild Lime Park Parking Expansion and Concrete Walkway. (\$201,442) (Miami Dade Park & Recreation Department, Completed January 2014) (Leroy Garcia 786-210-5937) (garcial@miamidade.gov)
- 51- Biscayne Island Drainage Improvements (\$735,559). (City of Miami, Completed March 2014) (Valentine Onuigbo 786-447-9817) (vonuigbo@miamigov.com)
- 52- Beacom Project Area Improvements-Phase I (\$767,132) (City of Miami, Completed March 2014) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)

- 53- **Sunset Drive Downtown Median. (\$4,663)** (City of South Miami, Completed October 2014) (Ricardo Ayala 305-403-2072) (rayala@southmiamifl.gov)
- 54- **NW 11 ST from 27 Ave to 37 Ave. Area Roadway Improvements. (\$188,874)** (City of Miami, Completed October 2014) (Valentine Onuigbo 786-447-9817) (vonuigbo@miamigov.com)
- 55- **Districtwide Minor Asphalt Repair. (\$250,000)** (FDOT, District 6, Completed December 2014) (John Garzia 305-640-7177) (john.garzia@dot.state.fl.us)
- 56- **Multiple Parks - ADA Improvements (\$336,741.68)** (Miami Dade Park & Recreation Department, Completed January 2015) (Leopoldo Aybar 786-201-2422) (aybar@miamidade.gov)
- 57- **NW 18 PL Road and Drainage Improvements (\$473,087.20)** (City of Miami, Completed March 2015) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)
- 58- **Lummus Park Landing (\$222,612.91)** (City of Miami, Completed May 2015) (David Adato 305-416 1899 / 786-376 4391) (dadato@miamigov.com)
- 59- **Beacom Project Area Improvements- Phase II (\$818,978.96)** (City of Miami, Completed July 2015) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)
- 60- **Drainage Improvements 13000 SW 60 Street (\$112,080)** (Village of Pinecrest, Completed October 2015) (Mark Spanioli 305-669-6916) (mspanioli@pinecrest-fl.gov)
- 61- **Sub-Basin 10 (SW 88 Ave) Paving and Drainage Improvements (\$922,633.25)** (Village of Palmetto Bay, Completed November 2015) (Danny Casals 305-969-5091) (dcasals@palmettobay-fl.gov)
- 62- **Drainage and Road Improvements Project Multiple Sites #20140165 (\$383,287)** (Public Works Miami-Dade County, Completed November 2015) (Pedro Marsan 305-281-9062) (marsan@miamidade.gov)
- 63- **Twin Lakes Drainage and Roadway Construction Area 1 & 2 (\$345,975)** (City of South Miami, Completed April 2016) (Ricardo Ayala 305-403-2072) (rayala@southmiamifl.gov)
- 64- **Drainage and Road Improvements Project Multiple Sites #20140177 (\$755,761)** (Public Works Miami-Dade County, Completed May 2016) (Alfonso Duarte 305-409-8224) (aduarte@miamidade.gov)
- 65- **Metrorail Bike Path Improvements (M-Path) (\$870,888)** (Miami Dade Transit, Completed May 2016) (George Maldonado 786-473-4369) (glm@miamidade.gov)
- 66- **Sidewalk Improvements Multiple Sites (\$214,549)** (Miami Dade County Transportation and Public Works Department, Completed July 2016) (George Coppolecchia 305-297-0795) (copp@miamidade.gov)
- 67- **Busway Pedestrian Access Improv. -20140140 (\$266,345)** (Miami Dade County Transportation and Public Works Department, Completed August 2016) (George Coppolecchia 305-297-0795) (copp@miamidade.gov)
- 68- **Busway Pedestrian Access Improv. -20150047 (\$417,284)** (Miami Dade County Transportation and Public Works Department, Completed November 2016) (George Coppolecchia 305-297-0795) (copp@miamidade.gov)
- 69- **Subbasin F-1 Drainage Improvements (\$632,993)** (City of Doral, Public Works Department, Completed March 2017) (Carlos Arroyo 305-593-6740 Ext.6009) (carlos.arroyo@cityofdoral.com)



MAGGOLC INC.

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

RESUME:

MARIO GONZALEZ

Superintendent/ Project Manager of Maggole Inc.

Gonzalez is a Roadway Construction and Civil Engineer with over 24 years of progressive experience in the fields of highway and railway design, construction, maintenance, and operations.

EDUCATION:

Instituto Superior Politécnico (Higher Polytechnic Institute) "Julio Antonio Mella", Santiago de Cuba, Cuba.
Degree: **INGENIERO VIAL (Roadway Construction Engineer)**, July 1988. This is equivalent to a Bachelor of Science in Civil Engineering (BSCE) from a regionally accredited institution of higher education in the United States.

Universidad Central de Venezuela, Caracas, Venezuela.

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

CERTIFICATIONS:

- TROXLER Electronics Lab - Nuclear Gauge Safety Training, (2001 & 2004)
- FDOT - MUTCD/Maintenance of Traffic, Advance Level (2016)
- ASPHALT PAVING TECHNICIAN - Level 1 (2004)
- EARTHWORK CONSTRUCTION INSPECTION - Level 1 (2005)
- ACI, Concrete Field Testing Technician- Grade 1. (2005)
- FDOT Concrete Field Inspector Specifications, (2005)

LICENSES :

- General Engineering Contractor
- General Building Contractor
- Registered and Certificate State of Florida Underground Utilities Contractor.
- Registered General Contractor State of Florida

WORK EXPERIENCE:

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

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

Work Executed:

- Subbasin F-1 drainage Improvements (City of Doral) 2017
- Busway Pedestrian Access Improv. 20150047 (Miami Dade County Transportation & PW) 2016
- Busway Pedestrian Access Improv. 20140140 (Miami Dade County Transportation & PW) 2016
- Sidewalk Improvements Multiple Sites (Miami Dade County Transportation & PW) 2016
- Metrorail Bike Path Improvements (M-Path) (Miami Dade Transit) 2016
- Drainage and Road Improvements Multiple Sites-20140177 (Miami Dade County PW) 2016
- Twin Lakes Drainage Improvements (City of South Miami) 2016
- Drainage and Road Improv. Multiple Sites- 20140165 (Miami Dade County PW) 2015
- Sub-Basin 10 Paving & Drainage Improv. (Village of Palmetto Bay) 2015
- Drainage Improv. 13000 SW 60 ST (Village of Pinecrest) 2015
- Beacom Project Area Drainage and Road Improvements- Phase II (City of Miami) 2015
- NW 18 PL Drainage and Road Improvements (City of Miami) 2015
- Multiple Parks- ADA Improvements (Miami Dade Park & Rec Dep.) 2015
- Districtwide Minor Asphalt Repair (FDOT) 2014
- NW 11 ST from NW 27 Ave to 37 Ave Area Roadway Improv. (City of Miami) 2014
- Sunset Drive Downtown Median (City of South Miami) 2014

- Dorm Ave Drainage Improvements (City of South Miami) 2014
- Beacom Project Area Improvements- Phase I (City of Miami) 2013
- Wild Lime Park Parking Expansion and Concrete Walkway (Miami Dade Park & Rec Dep.) 2013
- Biscayne Island Drainage Improvements (City of Miami) 2013
- Sidewalk Improvements along SR A1A/ Collins Ave @ SR 826 (FDOT) 2013
- SR 9 (NW 27 Ave) @ NW 79 ST Roadway Improvements (FDOT) 2013
- Friedland Manor Drainage Improvements (City of Florida City) 2013
- NW 8 ST & NW 14 CT Roadway & Drainage Improvements (City of Miami) 2013
- I-195/ Julia Tuttle Bike Path/ Trail (FDOT) 2013
- ARRA Municipalities Group B: City of Miami Gardens Bus Shelters (Miami Dade Transit) 2013
- Progress Rd Roadway & Drainage Improvements (City of South Miami) 2012
- Killian Park Rd Stormwater Improvements (Village of Pinecrest) 2012
- Phase IV Drainage Improvements. (Village of Palmetto Bay) 2012
- SR 94/ Kendall Dr at SW 142 Ave Roadway Improv. (FDOT) 2012
- FDOT LAP Roadway Improvements. (City of Sweetwater) 2012
- SW 64 Street Corridor Improv. (City of South Miami) 2012
- District #2 Citywide ADA Sidewalk Improvements. (City of Miami) 2012
- Long Key State Park - Resurface Campground Road (Florida Dep. of Environmental Protection) 2012.
- Suncrest Dr. & Moss Ranch Rd. Stormwater Improvements (Village of Pinecrest) 2011.
- SR 909 (Alton Road) at West 52 Street Drainage Improvements (FDOT District 6) 2011
- SW 19 Terrace Roadway & Drainage Improvements (CIP, City of Miami) 2011.
- Tamiami Canal Miccosukee Linear Park (Miami-Dade County, Park & Recreation Dep.) 2011.
- District #4 Citywide ADA Sidewalk Improvements (City of Miami) 2011
- MIA NW 36 Street & 67 Ave Intersection Improvement (concrete) (Aviation Department M-D County) 2011
- MIA Building 3050 Parking Lot Improvements (Aviation Department M-D County) 2011
- District #1 Citywide ADA Sidewalk Improvements (City of Miami) 2011
- District #3 Citywide ADA Sidewalk Improvements (City of Miami) 2011
- Intersection Realignment SW 139 Terr. & SW 140 Dr. and Esat Guava ST One Way Street Conversion. (Village of Palmetto Bay) 2010
- Installation of Sidewalks and Ramps along NE 12 Ave. (City of North Miami) 2010.
- AD Barnes Park Asphalt Walkways. . (M-D County Park & Recreation) 2010.
- Golden Shore Park Pavers Sidewalks. (City of Sunny Isles). 2010
- District I, Sidewalks Repair. (City of Miami). 2010
- Crandon Park ADA Parking Space Striping and Signs. (M-D County Park & Recreation) 2010.
- District II, Sidewalks Repair. (City of Miami). 2010
- Harbor Drive Lighting and Resurfacing Improv. (Village of Key Biscayne) 2010
- Blue Road Roundabouts and Drainage. (City of Coral Gables) 2010
- Drainage Retention Improvements of State Rd. 907 (Alton Rd.) at Allson Drive. Milling and Asphalt Resurfacing. (FDOT, District 6) 2009
- Country Club of Miami Park Concrete and Asphalt Walkway (Miami-Dade County, Park & Recreation Dep.) 2009.
- Brendwood Park Asphalt Walkway. (City of Miami Gardens) 2009.
- West Little River Improve Asphalt Driveways. (Miami-Dade County Office of Community and Economic Development) 2008.
- West Perrine Park Concrete Slabs and Poured Safety Surface. (M-D C Park and Recreation) 2008
- Asphalt Pavement Repair. Florida Department of Transportation (District 6). 2008-2009, 2009-2010 and 2010-2011.
- Improve Intersections Countywide Project, include Milling and Asphalt Resurfacing. (Sidewalk, Handicap Ramps, Curb & Gutters, Pavers, New Pavement, Drainage, Sodding (M-D County Public Work Dep.) 2008
- Seal Coat and Restriping of Station 13 and Logistics Parking Area. (MD County Fire Rescue Department) 2008
- Dolphin Archaeological Site Sidewalk Construction. (M-D County Park and Recreation) 2008.
- Olympic Park Sidewalks Construction. (M-D County Park and Recreation) 2007
- Norman & Jean Reach Park Foul Ball Netting. (M-D County Park and Recreation) 2007
- Drainage Improvement Project for NW 22 Court from NW 107 ST to NW 112 ST. (M-D County Public Work Dep.). 2006 , etc

Others Places where Gonzalez was working:

SRS ENGINEERING, INC., Miami, Florida, USA. (August 2006 to July 2007).

Construction Field Inspector of Drainage and Roadway Restoration. (Public Work Department, Miami-Dade County Projects).

-Allaphatta Phase I.

-Hardwood Village Phase II.

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

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

-Okeechobee Road. (W 12 Ave to Palmetto Expwy)

-Miami Garden Drive. (NW 2 Ave to NW 17 Ave.)

-Biscayne Blvd. (NW 96 ST to NW 104 ST)

-Golden Gate Pkwy (Naples)

-Florida's Turnpike (Griffin Rd to Sunrise Blvd).

-A-1-A (Key West).

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

February 2004 to May 2005.

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

Activities Included:

Verify of storm drainage structures in accordance with the approved shop drawings, installation of drainage and pollution control structures, drainage pipe inverts, joints, seals, French Drain Systems, solid pipe placement and bedding material. Check the Contractor's compliance with all Maintenance of Traffic.

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

Requirements:

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

March 2001 to February 2004: Project Engineer

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

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

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



ENGINEERING CONTRACTOR - LIC: E-251302
11020 SW 55 ST., MIAMI, FL 33165
PHONE: 786-291-2949 FAX: 786-472-8831
maggolc@yahoo.com

MAGGOLC GOVERNMENT REFERENCE LISTING

- 1) **Company Name:** Miami Dade County Public Works Department.
Address: 111 NW 1st ST 14 Floor, Miami, FL 33128
Contact Person: Joaquin Rabassa **Telephone #** 305-299 9822, 305-989 4943
jra@miamidade.gov
- 2) **Company Name:** Miami Dade Park & Recreation Department.
Address: 275 NW 2nd Street, 4th Floor, Miami, FL 33128
Contact Person: Ruben Teurbe Tolon / Leroy Garcia **Telephone #** 305 755 5465
rtolon@miamidade.gov
- 3) **Company Name:** Office of Community & Economic Development M-D County
Address: 701 NW 1st CT 14 Floor Miami, FL 33136
Contact Person: Mario Berrios **Telephone #** 786 469 2112
mberr@miamidade.gov
- 4) **Company Name:** Florida Department of Transportation / Pinnacle Consulting
Address: 1773 NE 205 Street North Miami Beach, FL 33179
Contact Person: Roland Rodriguez **Telephone #** 305 640 7185
rrodriguez@pinnaclecei.com
- 5) **Company Name:** City of Miami Gardens
Address: 1050 NW 163 Dr Miami Gardens, FL 33169
Contact Person: Osdel Larrea **Telephone #** 305-622 8000 Ext. 3107
olarrea@miamigardens-fl.gov
- 6) **Company Name:** City of Miami
Address: 444 SW 2nd Ave, 8 Floor, Miami FL 33130
Contact Person: Fabiola Dubuisson **Telephone #** 305 416 1755
fdubuisson@miamigov.com
- 7) **Company Name:** City of North Miami
Address: 776 NE 125 Street, North Miami, FL 33161
Contact Person: Gerardo Hernandez **Telephone #** 305 895 9831
ghernandez@northmiamifl.gov
- 8) **Company Name:** Village of Key Biscayne
Address: 88 West McIntyre Street, Suite 220 Key Biscayne, FL 33149
Contact Person: Armando Nunez **Telephone #** 305 365 7574
anunez@keybiscayne.fl.gov
- 9) **Company Name:** City of Coral Gables
Address: 2800 SW 72 Ave Miami, FL 33155
Contact Person: Ernesto Pino **Telephone #** 305 926 2784
epino@coralgables.com

- 10) **Company Name:** City of Miami -Capital Improvement Program
Address:444 SW 2nd Ave, 8th Floor, Miami, FL 33130
Contact Person: Maurice Hardie **Telephone #** 786-229 5463
mhardie@miamigov.com
- 11) **Company Name:** Stantec
Address: 901 Ponce de Leon Blvd Suite 900 Coral Gables, FL 33134
Contact Person: Sean Compel **Telephone #** 305-445 2900 Ext. 2230, 786-502 0770
sean.compel@stantec.com
- 12) **Company Name:** Village of Pinecrest
Address: 10800 Red Road, Pinecrest, FL 33156
Contact Person: Mark Spanioli **Telephone #** 305-669 6916
mspanioli@pinecrest-fl.gov
- 13) **Company Name:** City of Florida City
Address: 404 West Palm Dr. Florida City, FL 33034
Contact Person: Richard Stauts **Telephone #** 305 247 8221 / 305 772 1157
richard.stauts@floridacityfl.gov
- 14) **Company Name:** City of South Miami
Address: 6130 Sunset Drive South Miami 33143
Contact Person: Grizel Martinez PE **Telephone #** 305-403 2063
gmartinez@southmiamifl.gov
- 15) **Company Name:** City of Miami -Capital Improvement Program
Address:444 SW 2nd Ave, 8th Floor, Miami, FL 33130
Contact Person: Robert Fenton **Telephone #** 786-263-2133
rfenton@miamigov.com
- 16) **Company Name:** Miami Dade County Transportation & Public Works Department.
Address:111 NW 1st ST 14 Floor, Miami, FL 33128
Contact Person: Mercedes Barreras **Telephone #** 786-222-9912
barrem@miamidade.gov
- 17) **Company Name:** Village of Palmetto Bay - Public Works Department.
Address: 9495 SW 180 Street, Palmetto Bay, FL 33157
Contact Person: Danny Casals **Telephone #** 305-969-5011
dcasals@palmettobay-fl.gov
- 18) **Company Name:** City of Doral - Public Works Department.
Address: 8300 NW 53 Street Suite 100, Doral FL 33166
Contact Person: Carlos Arroyo **Telephone #** 305-593-6740 Ext. 6009
carlos.arroyo@cityofdoral.com



Village of Palmetto Bay
Finance Department Procurement Action
AWARD RECOMMENDATION

To: Mr. Edward Silva, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 4/26/2017

ITB#: ITB# 1617-11-006 Item/Service: Sub-Basin 59/60 Paving & Drainage Improvements

Attach please find the tabulation and letter of recommendation from from Kimley-Horn

I. Procurement Comments

Kimley-Horn conducted a review of all the proposers for this project. Although Star Paving, Inc. was the lowest bidder, they were deemed nonresponsive due to the fact that they as the Prime Contractor did not hold a General Contractors License in the State of Florida. This was one of the requirements stipulated in the bid document. Therefore, the recommendation handed down by Kimley-Horn was to select the next lowest bidder which was Maggole, Inc.

II. Recommendation

a. Which bid is being recommended? Maggole, Inc.
b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes No
If No, is the variance considered: Minor Major

c. Is the recommendation the lowest bid received? Yes No (Not Applicable)
Please refer to the Procurement Comment Section for clarification

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s)

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection on the next Council meeting on June 5th, 2017.

IV. Recommendation Approval

Acceptance to Move Forward with Intent to Award

Signature/Date 
Mr. Edward Silva, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF \$25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

Kimley»Horn

April 17, 2017

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

**Re: Village of Palmetto Bay
Sub-Basin 59/60 Paving and Drainage Improvements
ITB No. 1617-11-006
Bid Recommendation
044649019**

Dear Corrice:

The Village of Palmetto Bay (Village) advertised the Sub-Basin 59/60 Paving and Drainage Improvement Project on March 8, 2017. A mandatory pre-bid meeting was held on March 22, 2017 to discuss the project with potential bidders, and on April 10, 2017 bids were publicly opened and read. The project primarily includes paving improvements, drainage improvements, and site restoration on SW 82nd Avenue from SW 152nd Street to SW 160th Street, SW 81st Avenue from SW 152nd Street to SW 155th Street, and SW 81st Avenue north of SW 160th Street. The following is a bid tabulation summarizing the Total Bid Amounts for the nine (9) bidding contractors.

1. Star Paving Corp.	\$803,015.50
2. Maggoc, Inc.	\$853,302.68
3. GPE Engineering & General Contractor	\$917,734.01
4. Metro Express, Inc.	\$922,430.25
5. Straight Ahead Construction	\$943,034.75
6. JVA Engineering Contractor.	\$999,544.88
7. Florida Engineering & Development Corp.	\$1,001,266.82
8. Acosta Tractors, Inc.	\$1,008,193.37
9. Lunacon Construction Group	\$1,030,667.84

A full bid tabulation based on the project bid form is also attached for reference.

Kimley-Horn has been asked to review the bids and provide a recommendation of award. Based on the results of the bid, the apparent low bidder is Star Paving Corp. with a Total Bid Amount of \$803,015.50. After review of the bid package submitted by Star Paving Corp., their response only includes a Business Certificate of Competency under Miami-Dade County indicating "0007 Paving Engineering" as a Qualifying Trade. They also included Municipal Contractor's and Local Business Tax Receipts for Miami-Dade County, but those are not licenses and the Municipal Contractor's Tax Receipt is not valid in Palmetto Bay. In addition, Kimley-Horn searched the Florida DBPR Online Services website (www.myfloridalicense.com) to check if a current Certified General Contractor

(GC) or Certified Underground Utility and Excavation Contractor license is registered with the Florida Department of Business and Professional Regulation. No license was found on that website. As referenced in the Contract Documents, Section 4, Paragraph 4.1 of the Instructions to Bidders, all bidders are required to be licensed General Contractors. As a result, Kimley-Horn recommends the Village consider Star Paving Corp. as non-responsive and to consider the second lowest bidder for award.

The second lowest bidder is Maggole, Inc. with a Total Bid Amount of \$853,302.68. The Florida DBPR Online Services website shows a Certified General Contractor (GC) and a Certified Underground Utility and Excavation Contractor license currently registered with the Florida Department of Business and Professional Regulation. Kimley-Horn called the references provided by the contractor. The references were from clients who continue to utilize the services of Maggole, Inc. and are generally satisfied with the work of the contractor. As a result, the recommendation is to award this contract to Maggole, Inc. as the lowest, responsive bid.

The difference between the Star Paving Corp. bid and the Maggole, Inc. bid is \$50,287.18, but the Maggole, Inc. bid at \$853,302.68 is below the estimated project budget of \$1,100,00.00.

Additionally, the contract is set up as a unit price contract. Therefore, the Village will only pay for work actually performed, and if the Village has the need to do less work than is outlined in the contract documents, there is no penalty to the Village.

The schedule of this contract is an important element of the project. Therefore, there is a liquidated damages section of the contract that can be enforced if the Contractor's actual construction activities extend beyond the proposed schedule. The schedule is to have all work completed within 180 calendar days from the Notice to Proceed date. The liquidated damages are set at \$1,000 per day.

I would like to thank the Village of Palmetto Bay for their assistance in bidding this project, and we look forward to proceeding into the construction phase.

If you have any questions or need any additional information, please contact me at 954-535-5100.

Sincerely,

KIMLEY-HORN & ASSOCIATES, INC.



Gary R. Ratay, P.E.
Project Manager

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Kimley-Horn

Date: 07/27/2017

Project Name: Village of Palmdale Res. Sub. Basin 3960 Roadway & Drainage Improvements
 Village ID: 1006
 YHRC ID: 1006
 Bid Tabulars:

Item No.	Description	Unit	Quantity	Star Paving Corp.	Margolis, Inc.	GRT Engineering & General Contractor Corp.	Nevo Express, Inc.	Straply Ahead Construction	JVA Engineering Contractor	Florida
103-1	Maintenance of Traffic	LS	1	\$2,545.00	\$2,545.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,545.00
104-10	Storm Water Pollution Prevention Plan	LS	1	\$14,680.00	\$14,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,680.00
110-1	Cleaning and Grubbing	LS	1	\$2,350.00	\$2,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,350.00
110-2	Existing Structures to be Removed	EA	6	\$1,705.00	\$10,230.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,935.00
337-1	Milling Existing Asphalt (1" Minimum)	SY	4,600	\$1.40	\$6,440.00	\$4.00	\$18,400.00	\$4.24	\$2,400.00	\$31,680.00
331-1	Saw cut, remove asphalt, rework limestone base (4" Minimum), and install Asphalt Concrete Structural Course, FDOT Type SP-9.5 (1" Minimum)	SY	800	\$16.25	\$13,000.00	\$10.00	\$8,000.00	\$19.65	\$15,792.00	\$66,584.00
331-2	Remove existing asphalt and limestone, replace with top soil (2" Minimum)	SY	200	\$14.50	\$2,900.00	\$10.00	\$2,000.00	\$8.84	\$1,768.00	\$9,676.00
331-3	Asphalt Concrete Surface Course overlay, Type SP-9.5 (1" Minimum)	SY	14,000	\$4.25	\$58,300.00	\$8.33	\$116,630.00	\$6.64	\$92,800.00	\$354,360.00
425-1	Type "C" Catch Basin	EA	17	\$1,275.00	\$21,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,825.00
425-2	Manhole (Type P-7)	EA	22	\$2,290.00	\$50,380.00	\$3,700.00	\$81,400.00	\$3,682.16	\$81,007.52	\$212,169.52
425-3	Manhole (Type 1-7)	EA	4	\$3,450.00	\$13,800.00	\$4,020.00	\$16,080.00	\$4,791.15	\$19,164.76	\$54,900.00
425-4	Manhole (Openhole)	EA	1	\$3,230.00	\$3,230.00	\$3,500.00	\$2,500.00	\$4,000.00	\$1,000.00	\$17,760.00
425-5	Core Drill Existing Utility	EA	7	\$413.00	\$2,891.00	\$300.00	\$2,100.00	\$379.17	\$2,740.59	\$13,000.00
425-6	Adjusting Existing Utility Covers	LS	1	\$3,915.00	\$3,915.00	\$1,000.00	\$1,000.00	\$1,485.51	\$1,485.51	\$8,400.00
430-1	Polyethylene Pipe Culvert (12" Pipe)	LF	10	\$60.00	\$600.00	\$44.00	\$440.00	\$38.67	\$386.70	\$850.00
430-2	Polyethylene Pipe Culvert (12" Pipe)	LF	700	\$4.90	\$3,430.00	\$32.00	\$22,400.00	\$27.16	\$19,012.00	\$54,872.00
430-3	12" x 18" HDPE Box Culvert	EA	2	\$470.00	\$940.00	\$60.00	\$60.00	\$68.41	\$136.82	\$1,100.00
430-4	12" x 18" HDPE Box Culvert	EA	2	\$470.00	\$940.00	\$60.00	\$60.00	\$68.41	\$136.82	\$1,100.00
432-1	French Drain (18" HDPE Pipe)	LF	2,300	\$132.33	\$304,359.00	\$113.00	\$259,660.00	\$140.40	\$322,800.00	\$1,140,000.00
432-2	French Drain (18" HDPE Pipe)	LF	40	\$69.51	\$2,780.40	\$60.00	\$2,400.00	\$40.40	\$1,616.00	\$6,800.00
522-1	ADA Detectable Warning Pad	EA	10	\$350.00	\$3,500.00	\$150.00	\$1,500.00	\$238.17	\$2,381.70	\$7,380.00
522-2	ADA Detectable Warning Pad	EA	10	\$350.00	\$3,500.00	\$150.00	\$1,500.00	\$238.17	\$2,381.70	\$7,380.00
524-1	Asphalt Overlay (2" Minimum)	SY	300	\$27.50	\$8,250.00	\$22.00	\$6,600.00	\$29.25	\$8,775.00	\$23,625.00
660-1	Traffic Loops	EA	2	\$2,435.00	\$4,870.00	\$1,500.00	\$3,000.00	\$2,386.46	\$4,772.92	\$10,000.00
711-1	Signing and Pavement Marking	LS	1	\$19,290.00	\$19,290.00	\$8,000.00	\$8,000.00	\$15,794.11	\$15,794.11	\$50,000.00
SR-1	Sign Retention	LS	650	\$8.30	\$5,395.00	\$4.00	\$2,600.00	\$4.28	\$2,772.00	\$13,000.00
A-1	Allowance	LS	1	\$13,298.00	\$13,298.00	\$38,000.00	\$38,000.00	\$59,733.33	\$59,733.33	\$150,000.00
FF	Permit Fee	LS	1	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10.00	\$10.00	\$10,000.00
ADP	Air in Public Places (sub-seal x 1.75)	LS	1	\$11,852.00	\$11,852.00	\$12,668.18	\$12,668.18	\$19,506.00	\$19,506.00	\$54,034.26
				\$985,915.50	\$985,915.50	\$453,900.00	\$453,900.00	\$671,750.00	\$671,750.00	\$2,099,544.00