NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and Council Members

From: Wisler Pierre-Louis, P.E., Interim Public Works Director

Date: September 9, 2014

RE: **A RESOLUTION OF THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RATIFYING THE EXECUTION OF THE ATTACHED AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND ROADWAY CONSTRUCTION, LLC, PURSUANT TO RESOLUTION NO. 2014-R-56, FOR THE ENGINEERING, CONSTRUCTION AND COMMISSION OF A FORCE MAIN AT A COST NOT TO EXCEED THREE HUNDRED FORTY NINE THOUSAND FOUR HUNDRED SIXTY EIGHT DOLLARS AND FORTY-FOUR CENTS ($349,468.44), IN ACCORDANCE WITH INVITATION FOR BID NO. 33-13-14 NORTHWEST (NW) 2ND AVENUE - FORCE MAIN IMPROVEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

The Vice Mayor as acting Mayor and City Council of the City of North Miami, Florida, hereby ratify the execution of the attached agreement between the City of North Miami and Roadway Construction, LLC, pursuant to Resolution No. 2014-R-56, for the engineering, construction and commission of a force main at a cost not to exceed Three Hundred Forty Nine Thousand Four Hundred Sixty Eight Dollars and forty-four cents ($349,468.44).

BACKGROUND

On May 2, 2014, the City advertised Invitation For Bid ("IFB") No. 33-13-14 Northwest (NW) 2nd Avenue - Force Main Improvement Project to obtain the labor, supervision, materials, equipment, tools, machinery, expertise, and other services necessary to engineer, procure, construct, deliver, erect, commission, test and have permitted the Project, in accordance with the terms, conditions, and specifications contained in the Contract Documents.

Solicitation opened on Tuesday, June 3rd, three (11) responses were received. Five (5) responses were deemed non-responsive for not meeting license requirements (see tabulation below);

Respondents	Proposal	
ACRE Engineering and Construction, Inc.	$ 330,900.00	Non-Responsive
Roadway Construction, LLC	$ 349,468.44	Responsive
R Putility &Excavation, Corp.	$ 357,846.00	Non-Responsive
KT Construction Services Inc.	$ 358,840.00	Responsive
Southern Underground Industries, Inc.	$ 387,580.00	Non-Responsive
V Engineering & Consulting Corp.	$ 390,300.00	Non-Responsive
JVA Engineering Contractor, Inc.	$ 398,606.01	Responsive
Caribe Utlities of Florida, Inc.	$ 400,750.00	Non-Responsive
Maestre Construction Inc.	$ 401,823.90	Responsive
Epoca Corp	$ 424,600.00	Non-Responsive
Acosta Tractors, Inc.	$ 442,552.51	Responsive

Staff recommends Roadway Construction, LLC. as the lowest responsive and responsible bidder in a total amount not to exceed $349,468.44.

FUNDING SOURCE

Water & Sewer Fund

ATTACHMENT(S)

Resolution
Proposal
Bid Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RATIFYING THE EXECUTION OF THE ATTACHED AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND ROADWAY CONSTRUCTION, LLC, PURSUANT TO RESOLUTION NO. 2014-R-56, FOR THE ENGINEERING, CONSTRUCTION AND COMMISSION OF A FORCE MAIN AT A COST NOT TO EXCEED THREE HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS AND FORTY-FOUR CENTS ($349,468.44), IN ACCORDANCE WITH INVITATION FOR BID NO. 33-13-14 NORTHWEST (NW) 2ND AVENUE - FORCE MAIN IMPROVEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") is responsible for the daily operation of the force main infrastructure to ensure, among other things, that untreated sewage does not back up into the water supply, posing a serious public health risk; and

WHEREAS, on May 2, 2014, the City advertised ***Invitation For Bid No. 33-13-14 Northwest (NW) 2nd Avenue - Force Main Improvement Project*** ("IFB") to obtain the labor, supervision, materials, equipment, tools, machinery, expertise, and other services necessary to engineer, procure, construct, deliver, erect, commission, test and have permitted the Project, in accordance with the terms, conditions, and specifications contained in the Contract Documents ("Project"); and

WHEREAS, in response to the IFB, Roadway Construction, LLC ("Contractor"), timely submitted its sealed bid ("Bid") and was evaluated by City administration as the lowest responsive-responsible bidder whose Bid, qualifications and references demonstrated to be the most advantageous to the City in the procurement of the Project; and

WHEREAS, on July 8, 2014, the Vice Mayor as Acting Mayor and City Council adopted Resolution No. 2014-R-56, authorizing the City Manager, City Attorney and City Clerk to take all necessary action and to execute all documents affecting the health, safety and welfare of the City during the City Council's recess from July 9, 2014 through September 8, 2014, subject to ratification; and

WHEREAS, on August 11, 2014, the City Manager executed the attached Agreement with Contractor for the engineering, construction and commission of a force main for the proper discharge and operation of water and sewer piping services required for area; and

WHEREAS, the Vice Mayor as Acting Mayor and City Council, hereby find the ratification of the attached executed Agreement pursuant to Resolution No. 2014-R-56, is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Ratification of Force Main Improvement Project Agreement. The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, hereby ratify the execution of the attached agreement between the City of North Miami and Roadway Construction, LLC, pursuant to Resolution No. 2014-R-56, for the engineering, construction and commission of a force main at a cost not to exceed Three Hundred Forty-Nine Thousand Four Hundred Sixty-Eight Dollars and Forty-Four Cents ($349,468.44), in accordance with *Invitation for Bid No. 33-13-14 Northwest (NW) 2nd Avenue - Force Main Improvement Project.*

Section 2. Effective Date. This Resolution shall become immediately effective upon adoption.

PASSED AND ADOPTED by a _____ vote of the Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, this _____ day of September, 2014.

_____
PHILIPPE BIEN-AIME
VICE MAYOR AS ACTING MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Vice Mayor as Acting Mayor Philippe Bien-Aime	_____ (Yes)_____ (No)
Councilperson Scott Galvin	_____ (Yes)_____ (No)
Councilperson Carol Keys, Esq.	_____ (Yes)_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)_____ (No)

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CITY OF NORTH MIAMI
NORTHWEST (NW) 2ND AVENUE
FORCE MAIN IMPROVEMENT PROJECT AGREEMENT
IFB No. 33-13-14

THIS FORCE MAIN IMPROVEMENT PROJECT AGREEMENT ("Agreement") is made and entered into this 8/11/2014 day of _____, 2014, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL ("City") and **Roadway Construction, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 6750 North Andrews Avenue, Suite 200, Fort Lauderdale, FL 33309 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, the City is responsible for the daily operation of the force main infrastructure to ensure, among other things, that untreated sewage does not back up into the water supply, posing a serious public health risk; and

WHEREAS, from time to time, the City is required to install and maintain sections of the force main infrastructure for the proper discharge and operation of water and sewer piping functions throughout the City water service area; and

WHEREAS, on May 2, 2014, the City advertised ***Invitation For Bid No. 33-13-14 Northwest (NW) 2nd Avenue - Force Main Improvement Project*** ("IFB") to obtain the labor, supervision, materials, equipment, tools, machinery, expertise, and other services necessary to engineer, procure, construct, deliver, erect, commission, test and have permitted the Project, in accordance with the terms, conditions, and specifications contained in the Contract Documents; and

WHEREAS, in response to the IFB, Contractor timely submitted its Bid and was evaluated by City administration as the lowest responsive-responsible bidder whose Bid, qualifications and references demonstrated to be the most advantageous to the City in the procurement of the Project; and

WHEREAS, the Contractor has expressed the capability, willingness and expertise to perform the Project pursuant to the Contract Documents; and

WHEREAS, the City is desirous of implementing the Work for the expeditious use and public benefit presented by the important function of the Project; and

WHEREAS, on July 8, 2014, the Vice Mayor as acting Mayor and City Council adopted Resolution No. 2014-R-56, authorizing the City Manager, City Attorney and City Clerk to take all necessary action and to execute all documents affecting the health, safety and welfare of the City during the City Council's recess from July 9, 2014 through September 8, 2014, subject to ratification; and

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WHEREAS, the City Manager has determined that it is in the best interest of the City to enter into this Agreement with Contractor for the provision of prompt, efficient and cost effective installation of Project, to prevent potential interruptions in the official service operations of the City Public Works Department.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - DEFINITIONS

2.1 The following words, terms and phrases, when used in this Agreement, shall have the following meanings, except when it is clear from the context that another meaning is intended:

Agreement – this written Agreement between the City and Contractor covering the Work to be performed for completion of the Project, including the Contract Documents that are attached to or incorporated herein.

Change Order – a written document signed by the Parties authorizing an addition, deletion or revision to the Work performed on the Project pursuant to this Agreement and within the general scope of work; or an adjustment to the Time Schedule or compensation, issued on or after the effective date of the Agreement.

City's Project Budget – funds budgeted by the City for the completion of the Project. The City's Project Budget is not to exceed Three Hundred Forty Nine Thousand Four Hundred Sixty Eight Dollars and forty-four cents ($349,468.44). This amount is the equivalent of the Guaranteed Maximum Price.

Contract Documents – shall consist of preliminary and final Drawings, plans and specifications; the IFB and all corresponding amendments, addendums, clarifications and inquiries posted in writing by the City; *Florida Department of Environmental Protection State Revolving Fund Program Supplementary Conditions for Formally Advertised Construction Procurement*; Miami-Dade County Department of Regulatory and Economic Resources Notice of Permit Issuance; U.S, Environmental Protection Agency Application of Buy American Requirements to Fiscal Year 2014 Clean Water State Revolving Fund and Drinking Water State Revolving Fund Assistance Agreements; City Force Main Rehabilitation Project Bid Set; Contractor's response to the IFB ("Bid"); City Solicitation Tabulation Sheet, dated June 3, 2014; City Recommendation of Award Letter, dated July 21, 2014; Resolution No. 2014-R-56, passed and adopted on July 8, 2014, by the Vice Mayor as acting Mayor and City Council; Notice to Proceed; Certificates of Insurance; Payment and Performance Bonds; copies of current licenses; Project manuals and specifications (if any); any additional documents which are required to be submitted under this Agreement; and all amendments, modifications and supplements, and Change Orders, issued on or after the effective date of this Agreement. Contract Documents are hereby incorporated into and

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made part of this Agreement. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind: 1) between the City and a Subcontractor or supplier, or 2) between any persons or entities other than the City and Contractor.

Day – shall mean a consecutive "calendar day," unless specifically designated otherwise.

Drawings – are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, specifications and dimensions of the Project generally including plans, engineering depictions, elevations, as-built drawings, sections, details, schedules, diagrams and construction documents.

Guaranteed Maximum Price ("GMP") – maximum price guaranteed to the City by the Contractor for the entire cost of the Project as measured by the City's Project Budget.

Notice to Proceed – a written notice given by the City to the Contractor fixing the date on which the provision of Work shall commence on the Project, and may set forth the date of Substantial Completion and final completion of the Project.

Permitting Authority – means (in its singular or plural forms) the City of North Miami, Miami-Dade County, the State of Florida, and/or any other governmental body having jurisdiction over the Project.

Project – means the total sum of all Services/Work to be performed under this Agreement for the completion of the *Northwest (NW) 2nd Avenue - Force Main Improvement Project*, in accordance with the terms, conditions, and specifications contained in the Contract Documents, and including but not limited to, planning, engineering, permitting, construction services, and final inspections and permits necessary to furnish and install a code compliant, functional force main on Northwest 2nd Avenue.

Project Manager – a designated representative of the City fully acquainted with the Project and with authority to render decisions necessary to expedite the completion of the Project. The Project Manager will provide direct interface with the Contractor, with respect to the City's responsibilities and Contractor's obligations hereunder.

Services or *Work* – means the act of providing the labor, supervision, materials, equipment, tools, machinery, expertise, and other services necessary to engineer, procure, construct, deliver, erect, commission, test and have permitted approvals of the Project, and all services required by the Contract Documents, including those things reasonably inferable from the Contract Documents necessary to complete a code compliant Project, and all other labor, materials, equipment and services provided or to be provided by the Contractor or Subcontractor to fulfill their obligations to the City under this Agreement.

Subcontractor – a party, person or entity retained by Contractor to provide labor, materials, equipment, services or supplies, necessary to complete specific Services/Work or portion of

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the Project. Subcontractor shall include all sub-Subcontractors, retained directly or indirectly by Contractor.

Substantial Completion – is that stage in the progress of the Work when the Project is sufficiently complete in accordance with the Contract Documents, the City can utilize the Project for its intended purpose.

Time Schedule or *Term of Agreement* – means the period of time not to exceed one hundred fifty (150) Days following the City's issuance of its Notice to Proceed to Contractor, which shall constitute the guaranteed maximum time upon which Contractor is to complete the Project in accordance with the terms, conditions and specifications contained in this Agreement, unless terminated earlier by the City.

ARTICLE 3 – INTENT OF AGREEMENT

3.1 Execution of this Agreement is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Project, the worksite, the specific conditions under which the Services are to be performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that, as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

3.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor. Contract Documents are complimentary, and what is required by any one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonable inferable from them as being necessary to produce the intended results.

3.3 In the event of conflicting provisions in the specifications or the Drawings, the more specific provision will take precedence over the less specific; the more stringent will take precedence over the less stringent; and the more expensive item will take precedence over the less expensive. On all Drawings, figures take precedence over scaled dimensions. Scaling of dimensions, if done, is done at the Contractor's own risk.

3.4 Organization of the specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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3.6 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

3.6.1 The *Florida Department of Environmental Protection State Revolving Fund Program Supplementary Conditions for Formally Advertised Construction Procurement.*

3.6.2 City Force Main Rehabilitation Project Bid Set.

3.6.3 Miami-Dade County Department of Regulatory and Economic Resources Notice of Permit Issuance

3.6.4 This Agreement.

3.6.5 Specific written direction from the City Manager or City Manager's designee.

3.7 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the IFB prior to Contractor submitting its Bid or the right to clarify same shall be waived.

ARTICLE 4 – TERM OF AGREEMENT

4.1 Subject to authorized adjustments, the Term of Agreement shall be the period of time not to exceed one hundred fifty (150) Days following the City's issuance of its Notice to Proceed to Contractor, which shall constitute the guaranteed time upon which Contractor is to complete the Project in accordance with the terms, conditions and specifications contained in this Agreement, unless terminated earlier by the City.

4.2 Contractor agrees that the Work shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed Time Schedule. Failure to achieve timely final Project completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of the Project by the Contractor and the City's acceptance of the Project.

4.3 Minor adjustments to the time for performance which are approved in writing by the City in advance, shall not constitute non-performance by Contractor. Any impact on the time for performance shall be determined and the Time Schedule for completion of Work will be modified accordingly.

4.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Work or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

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4.5 Contractor shall be required to show just cause for delays or for additional time requests. Failure to comply with this subparagraph shall be sufficient grounds for the City to find the Contractor in substantial default and certify that sufficient cause exists to terminate the Agreement or to withhold payment to the Contractor until an updated Time Schedule, acceptable to the City, is obtained. Such failure shall not be cause for additional time.

4.6 In the event the Term of Agreement date is extended, regardless of whether delay is caused by any act or neglect of the City or Force-Majeure Event, or is attributable to the City, the Contractor's sole and exclusive remedy is an equal extension of time.

ARTICLE 5 – GUARANTEED MAXIMUM PRICE/PROJECT BUDGET

5.1 Contractor shall be paid an amount not to exceed Three Hundred Forty Nine Thousand Four Hundred Sixty Eight Dollars and forty-four cents ($349,468.44) as full compensation for the Project, pursuant to Contract Documents. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) Days written notice to Contractor.

5.2 The Contractor shall not withhold payments to Subcontractors if such payments have been made to the Contractor. Before issuance of a final payment, Subcontractors shall submit satisfactory evidence, releases, or waivers that all payrolls, material and supply bills, and other indebtedness connected with the Project have been paid or otherwise satisfied.

5.3 The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled prior to the time of final payment.

5.4 The making of final payment shall not constitute a waiver of any claims by the City and shall not relieve the Contractor of the responsibility for negligence, defects of manufacture, faulty materials, or workmanship to the extent within the period provided by law and by the warranties provided herein. Upon written notice by the City, the Contractor shall remedy any defects due thereto and pay all expenses for any damages to other Work resulting therefrom.

ARTICLE 6 – CONTRACTOR'S SCOPE OF WORK

6.1 Contractor hereby agrees that it will exert every reasonable and diligent effort to ensure that all labor employed by Contractor, including that of its Subcontractors for Work on the Project, shall be in accordance with the Contract Documents and shall incorporate the requirements set forth by applicable rules, regulations, codes and statutes of Permitting Authority.

6.2 Contractor covenants to furnish its best skill and judgment in furthering the interests of the City. Contractor agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the City.

6.3 Contractor shall provide pre-installation Work which includes, but shall not be limited to, the following:

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6.3.1 Provide or review Project requirements, on-site and off-site development, survey requirements, deed and municipal requirements / restrictions, preliminary budget and make recommendations for revisions.

6.3.2 Prepare Project Time Schedule which clearly illustrates critical path elements, responsibilities of the City, Contractor, architect-engineer (if any), Permitting Authorities, and outside agencies, including periodic updates throughout the duration of the Agreement.

6.3.3 Provide Project delivery options for the timely completion of all phases for efficient scheduling, cost control, and financial resource management.

6.3.4 Utilize an information and reporting system acceptable to the City to provide the Project Manager with accurate and current cost control, Work status, including but not limited to a Work narrative, Work completed and anticipated, and the Time Schedule of the Project at all times.

6.3.5 Provide procedures to ensure maximum local business and workforce preference requirements are realized in the production of the Project.

6.3.6 Provide value engineering recommendations to maximize the City's capital outlay and operations resources.

6.3.7 Review all design documents for constructability and compliance with applicable laws, rules, codes, design standards and ordinances.

6.3.8 Update cost estimates and make recommendations to keep the Project within the GMP amount.

6.3.9 Update the Project Time Schedule and make recommendations for recovery of lost time and shortening the Term of Agreement.

6.3.10 Secure and monitor the review and approval process of Permitting Authorities.

6.3.11 Maintain a list of Subcontractors, including local business and workforce participation.

6.3.12 Hold subcontracts and assure bonding for Subcontractors.

6.4 The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and available to the City on a monthly basis.

6.5 Contractor shall prepare written reports as described hereunder. The Project report shall include, but is not limited to the following reports:

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6.5.1 A monthly summary which provides an overview of current issues, pending decisions, future developments, expected achievements, and any problems or delays, including code violations found by Permitting Authorities.

6.5.2 A monthly cost narrative describing the current cost estimate status of the Project or phase.

6.5.3 A monthly narrative summarizing the current status of the overall Time Schedule, as necessary to compare planned performance with actual performance.

6.5.4 Contractor shall provide sufficient timely data and detail to permit the Project Manager to control and adjust the Project requirements, needs, materials, equipment and systems and site elements so that the installation will be completed at a cost which, together with all other Project costs, will not exceed the Guaranteed Maximum Price.

6.6 Contractor shall become thoroughly familiar with the evolving architectural, civil, mechanical, plumbing, electrical, and structural plans and specifications. Contractor shall submit to the City, and Permitting Authorities such comments as may be appropriate concerning construction feasibility and practicality.

6.7 Contractor shall be responsible for technically deficient Drawings, designs, reports, or studies due to Contractor's errors and omissions, and shall promptly correct or replace all such deficient Work without cost to City. The Contractor shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

6.8 The City disclaims any warranty that the Drawings, plans and specifications for the Project are accurate, practical, consistent and/or constructible.

6.9 Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of local labor and materials, community relations and any other factors pertinent to saving time and cost, considering fully the goal of increased local business and workforce participation.

6.10 Contractor shall take such measures as appropriate to provide that construction requirements will be covered in the separate subcontracts performed without duplication or overlap, sequenced to maintain completion of all Work on schedule.

6.11 Work which the Contractor shall provide includes but is not limited to, the following:

6.11.1 Develop and implement procedures to monitor, record, review and approve all submittals, Drawings, Change Orders, pay requests and field orders for budget and schedule impact and compliance with the Contract Documents.

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6.11.2 Provide inspection of all Work, materials and tests prior to Substantial Completion and final inspections by appropriate certified inspectors and Permitting Authorities.

6.11.3 Ensure the replacement of nonconforming or substandard Work on the Project.

6.11.4 Assist the City in the warranty inspections and completion of all required warranty Work generated by the inspections.

6.12 Contractor shall supervise and direct the Work, using the highest quality established by industry standards. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless Contract Documents give other specific instructions concerning these matters.

6.13 Contractor shall be responsible to the City for the acts and omissions of the Contractor's employees, Subcontractors and their agents and any employees and other persons performing portions of the Work under contract with the Contractor.

6.14 Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the architect-engineer, or by tests, inspections or approvals required or performed by persons other than the Contractor. The Contractor shall be responsible for inspections or portions or Work already performed under this Agreement (if any) and to determine that such portions are in proper condition.

6.15 Contractor shall inspect all materials delivered to the site and shall reject any materials that do not conform to the Contract Documents.

6.16 Contractor shall be responsible for and coordinate any and all inspections required by the Permitting Authorities having jurisdiction over the Project. Failure to obtain any required approval because of failure of the Contractor to conform to the Contract Documents shall not extend the Term of Agreement, and the Contractor shall not be entitled to an increase in the GMP.

6.17 Contractor shall employ sufficient, competent personnel who shall be in attendance at the Project site during the performance of the Work.

6.18 Contractor shall secure all necessary permits from the Permitting Authority, the cost of which shall be obtained by the Contractor and included in the Guaranteed Maximum Price.

6.19 Contractor shall arrange for all worksite facilities necessary to enable the Contractor, Subcontractors, and Project Manager to perform their respective duties in the management, conduct, inspection, and supervision of Work.

6.20 Contractor shall provide Project administrative functions including but not limited to the following:

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6.20.1 Develop and implement a procedure for review, processing, and payment of invoices by Subcontractors for progress and final payments.

6.20.2 Determine when the Work or designated portions thereof are ready for the Substantial Completion inspection.

6.20.3 Monitor provide notice to the City that the Project is ready for final inspection, and secure and transmit to the Project Manager, all required guarantees, affidavits, releases, Bonds and waivers, manuals, record Drawings, and maintenance books as are applicable.

6.20.4 Keep full and accurate records of all costs incurred and items billed in connection with the performance of the Work, which records shall be open to audit by the City or its authorized representative during performance of the Work and until three (3) years after final payment.

6.20.5 Contractor shall be the single point of interface with all Subcontractors for the City and all of its agents and representatives.

6.21 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

6.22 Contractor shall develop and maintain a program to assure quality control of the Work. Contractor shall supervise the Work of all Subcontractors providing instructions to each when their Work does not conform to the requirements of the Contract Documents and shall continue to exert its influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. The City shall be the final judge of performance and acceptability.

6.23 Contractor shall enforce strict discipline and good order among the Contractor's employees and Subcontractors, while on the worksite. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

6.24 Contractor shall perform the Work in accordance with the Contract Documents. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the City, it shall assume full responsibility for such Work, and shall bear the attributable costs.

6.25 All inspections shall be made for conformance with the applicable building codes, compliance with Drawings and specifications, and quality. Costs for any re-inspections of Work found defective and subsequently repaired shall be borne by the Contractor.

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6.26 Contractor warrants and accepts that any and all repair work required at any phase of the Project, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

6.27 Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into this Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into this Agreement with Contractor.

ARTICLE 7 – CONTRACTOR RESPONSIBILITIES

7.1 Contractor shall confine operations at the worksite to areas permitted by law, ordinances, permits and Contract Documents, and shall not unreasonably encumber the worksite with personnel, materials or equipment.

7.2 Contractor shall keep the worksite premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. At completion, the Contractor shall remove from the worksite all waste materials, debris, rubbish, tools, equipment, machinery and surplus materials. Failure to clean worksite as provided herein may cause the City to do so, and the cost thereof shall be charged to the Guaranteed Maximum Price.

ARTICLE 8 – CITY'S RESPONSIBILITY

8.1 The City shall provide information regarding its requirements for the Project, with reasonable promptness to avoid delay in the orderly progress of the Work.

8.2 The City shall designate a Project Manager who shall be fully acquainted with the Project and shall define the lines of City authority to approve Change Orders and render decisions promptly and furnish information expeditiously.

8.3 The City, unless otherwise agreed, shall furnish the site of the Project, all surveys describing the physical characteristics, soil reports, subsurface investigations, legal limitations, known utility locations, covenants, deed restrictions and a legal description if required for the Project.

8.4 If the City becomes aware of any fault or defect in a phase of the Project or non-conformance with the Drawings and specifications, the City shall give prompt written notice thereof to the Contractor.

8.5 The Project Manager shall communicate with Subcontractors or suppliers only through the Contractor, while such method of communication is effective in maintaining the Project's Time Schedule and quality standards.

8.6 The City expects the Contractor to recognize, coordinate and comply with the Permitting Authorities.

8.7 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the

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requirements of the Contract Documents, Florida Building Code, and State of Florida, Miami-Dade County and City codes, rules and regulations, then the City Manager, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of the City to stop Work on the Project shall not give rise to a duty on the part of the City, to the benefit of the Contractor, Subcontractors, or any other person or entity.

ARTICLE 9 – SUBCONTRACTORS

9.1 By an appropriate written agreement, the Contractor shall require that each Subcontractor, to the extent of the Work to be performed by the Subcontractor, be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Contract Documents, assumes towards the City. Said agreements shall preserve and protect the rights of the City under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights.

9.2 The Contractor shall make available to each proposed Subcontractor, prior to the execution of a subcontract, copies of the Contract Documents to which the Subcontractor will be bound to.

9.3 On subcontracts where the amount exceeds One Hundred Thousand Dollars ($100,000.00), the Contractor shall require Subcontractors to provide a performance Bond and a labor and material payment Bond for One Hundred percent (100%) of the subcontract value, for each of the two Bonds. The Bonds shall be issued from a Surety company authorized to do business in the State of Florida by the Department of Insurance. If the Contractor wishes to award subcontracts to Subcontractors unable to supply this bonding, Contractor shall request special authorization by the City to do so. Upon providing justifiable background information, such authorization shall not be unreasonably withheld.

9.4 Subcontractor must submit experience, bonding capability and financial condition to Contractor. The Subcontractors experience, bonding capability and financial condition must demonstrate that adequate assets and equipment are available to properly perform the subcontract.

9.5 Subcontractors' exclusive remedy for delays in the performance of the Agreement caused by Force Majeure events or by delays claimed to be caused by the City, or attributable to the City, or on claims based on breach of contract or negligence, shall be an extension of its subcontract time.

9.6 Contractor shall be responsible to the City for the acts and omissions of its employees, agents and Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

ARTICLE 10 - INDEPENDENT CONTRACTOR

10.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the

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City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance, as required by Florida law, for any employee or agent of Contractor rendering Work to the City under this Agreement.

ARTICLE 11 - CHANGES IN THE WORK

11.1 The City, without invalidating this Agreement, may order changes in the work within the general scope of this Agreement consisting of additions, deletions or other revisions. The GMP and the Substantial Completion date may be adjusted accordingly upon executed amendments. All other minor changes in the Project shall be authorized by Change Order, subject to any limitations in the Contract Documents.

11.2 Changes in the Project shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order. Before any Work is begun on any Change Order, a written authorization from the City must be issued and then forward the same to the Architect-Engineer for its review.

ARTICLE 12 - ENVIRONMENTAL AND SAFETY REQUIREMENTS

12.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

12.2 Contractor shall provide a safety program for the Project to meet U.S. Department of Labor Occupational Safety and Health Administration (OSHA) requirements and monitor Subcontractors for compliance in the performance of Work in accordance with the best acceptable safety practice.

12.3 Contractor shall schedule the services of independent testing laboratories required by Permitting Authorities to provide the necessary testing of materials to ensure conformance with environmental regulations.

12.4 Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

12.4.1 Workers on the Project and all other persons who may be affected thereby.

12.4.2 Materials and equipment to be incorporated in the Project, whether in storage on or off the worksite, under care, custody or control of the Contractor or Subcontractors;

12.4.3 Other public or private property at the worksite and adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction;

12.4.4 All alcoholic beverages, smoking and drugs shall be prohibited from the Project worksite.

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12.5 All workers on the Project site shall wear appropriate and uniform-like attire and shall have visible identification as being employees of the Contractor or Subcontractor.

12.6 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property, their protection from damage, injury or loss in accordance with the Safety and Health Regulations for Construction, 29 C.F.R. § 1926 (2010).

12.7 Contractor shall erect and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying users of adjacent sites and utilities.

12.8 When the removal of asbestos, PCB's, petroleum, radioactive material or any other toxic or hazardous material, in whatever form or states, is necessary for the execution of the Work, the Contractor shall immediately notify the City and exercise the utmost care to carry on such activities by and under the supervision of properly qualified personnel. Contractor covenants that any such removal must be performed by a Florida licensed toxic or hazardous materials abatement contractor in accordance with all applicable federal, state, and local rules and regulations.

12.9 Contractor shall promptly remedy any damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by either of them and whose acts are not attributable to the fault or negligence of the Contractor.

12.10 Contractor shall designate a responsible person at the worksite whose duty shall be prevention of accidents or injury to property or person.

12.11 Contractor shall not load or permit any part of the worksite to be so loaded or congested, so as to endanger the site, any property or produce a decrease in safety.

12.12 Contractor shall promptly report to the City and all accidents arising out of or in connection with the Work.

ARTICLE 13 – TESTS AND INSPECTIONS

13.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate Permitting Authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Project Manager timely notice of when and where tests and inspections are to be made so as to allow

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him the opportunity to observe such procedures, if needed. The Contractor shall support and cooperate with all tests and inspections.

13.2 If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures.

13.3 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the City.

13.4 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.5 It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all work necessitated by inspections which is not prescribed in the plans, specifications or Drawings, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 14 – CORRECTION OF WORK

14.1 The Contractor shall promptly correct Work rejected by the City or Permitting Authorities or failing to conform to the requirements of the Contract Documents, whether observed before or after the completion of the Project. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections.

14.2 If, within one (1) year after the date of completion of the Project, or after the date for commencement of warranties and guarantees established under by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition.

14.3 Contractor shall remove from the worksite and then correct any portions of the Work which are not in accordance with the requirements of the Contract Documents.

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14.4 Contractor shall bear the cost of correcting destroyed or damaged portions of the Project, whether completed or partially completed, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

14.5 If the City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 15 - CONFLICTS OF INTEREST

15.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

15.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 The City reserves the right, in its best interests, to cancel this Agreement by giving written notice to Contractor thirty (30) Days prior to the effective date of such cancellation. The City shall reimburse the Contractor for any unpaid cost of the Project which is due to Contractor. In the event of such termination of Agreement the City shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as the City may require.

ARTICLE 17 - NOTICES

17.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Contractor:

Roadway Construction, LLC
Attn: Silvio Rubi, Manager
6750 N. Andrews Avenue, Suite 200
Fort Lauderdale, FL 33309
Phone: (305) 200-7873
Fax: (954) 417-3677

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Email: silvio@roadway-construction.co

To City: City of North Miami
Attn: City Manager
776 N.E. 125th Street
North Miami, Florida 33161

With a copy to: City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

17.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

17.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 18 - INDEMNIFICATION

18.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, Subcontractors, employees and managers in the performance of Work under this Agreement.

18.2 Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, Subcontractors, suppliers, or other persons directly or indirectly employed by its Subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any Subcontractor, supplier, employee or agent except as may otherwise be required by law.

18.3 The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment's or discharge of such obligations.

18.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any Work, labor, construction services, material, equipment, or other items furnished in connection with the Work, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by

bond, payment, or otherwise within ten (10) Days of the filing or from receipt of written notice from the City.

18.5 Contractor has visited the worksite and is familiar with the local conditions under which the Work are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

18.6 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 19 - WARRANTY

19.1 The Contractor warrants to the City that all materials and equipment included in the Project will be new except where indicated otherwise in the Contract Documents, and that such materials and equipment will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and specifications. The Contractor further agrees to correct all Work found by the City to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of completion or for such longer periods of time as may be set forth in specific warranties contained in the specifications. The Contractor shall collect and deliver to the City any specific written warranties given by others as required by the Contract Documents.

19.2 If, within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with non-defective Work that is satisfactorily correct to the City. If Contractor does not promptly comply with the terms of such instructions, the City may have the defective Work corrected and all direct, indirect and consequential costs of such removal and replacement, including but not limited to fees and charges of engineers, attorneys and other professionals, shall be paid by Contractor.

19.3 If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such liens or claims, including all costs and reasonable Attorney's fees. Any Subcontractor may seek relief from the surety and Contractor under Section 255.05, Florida Statutes.

19.4 In addition, the Contractor represents and warrants the following to the City, as an inducement to the City to enter into this Agreement, which representations and warranties shall survive the execution of the Agreement, final completion of the Project and final payment hereof:

19.4.1 Contractor shall furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform their obligations under the Contract Documents, and shall have sufficient experience and competence to do so;

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19.4.2 Contractor is authorized to do business in the State of Florida and is properly licensed by all necessary governmental, public and other authorities having jurisdiction over the Contractor and the Project; and

19.4.3 The persons executing this Agreement, on behalf of the Contractor, are properly authorized to do so.

19.5 Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

19.6 Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 20 - INSURANCE

20.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing all minimum required coverage pursuant to Contract Documents, and provide that the City is an additional named insured, with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence Work under this Agreement until after Contractor has obtained all of the minimum insurance prescribed in the Contract Documents and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

20.2 Contractor shall not permit any Subcontractor to begin Work until after similar minimum insurance to cover Subcontractor has been obtained and approved.

20.3 In the event the insurance certificate provided by Contractor or Subcontractor indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) Days prior to expiration of the date of the insurance, a renewed certificates of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Work required by this Agreement unless all required insurance coverage remains in full force and effect.

20.4 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 21 - PERFORMANCE AND PAYMENT BONDS

21.1 The Contractor is required to furnish to the City a Performance Bond and Payment Bond, each in the amount of One Hundred percent (100%) of the total Project value ("Bonds"). Such

Bonds may be in the following form: 1) a Cashier's Check, made payable to the City of North Miami; 2) Bonds written by a surety company authorized to do business in the State of Florida, in accordance with Section 255.05, Florida Statutes; or 3) an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Agreement and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would merely have to give written notice to the bank with a copy to the Contractor.

21.2 The Performance Bond shall secure and guarantee Contractor's faithful performance of this Agreement, including but not limited to Contractor's obligation to correct defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all Subcontractors performing labor on the Project under this Agreement and furnishing supplies, materials or services in connection herewith. These Bonds shall be in effect through the duration of the Agreement plus the warranty period as required by the Contract Documents.

21.3 Each Bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The Bonds required hereunder shall be executed by a responsible surety licensed in the State of Florida, and have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+. The Contractor shall require the attorney in fact who executes the required Bonds on behalf of the surety to affix thereto a certified and current copy of this power of attorney indicating the monetary limit of such power.

21.4 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, Contractor shall within three (3) Days substitute another Bond and surety, both of which must be acceptable to City. If Contractor fails to make such substitution, City may procure such required Bonds on behalf of Contractor at Contractor's expense.

21.5 The City may, in the City's sole discretion, inform surety of the progress of the Work, any defects in the Work, or any defaults of Contractor under the Contract Documents and obtain consents as necessary to protect the City's rights, interest, privileges and benefits under and pursuant to any Bond issued in connection with the Project.

21.6 Contractor shall indemnify and hold harmless the City and any agents, employees, representative from and against any claims, expenses, losses, costs, including reasonable attorneys' fees, as a result of any failure of Contractor to procure the Bonds required herein.

ARTICLE 22 - FORCE MAJEURE

22.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation

pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

22.2 If conditions are encountered at the worksite which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or 2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing Party shall be given to the other Party promptly before conditions are disturbed, and in no event later than ten (10) Days after first observance of such conditions. The Project Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for performance of any part of the Work, will recommend an equitable adjustment in the GMP or to the Term of Agreement or both. If the Project Manager determines that the conditions at the worksite are not materially different from those indicated in the Contract Documents and that no change in the GMP or to the Term of Agreement is justified, the City shall so notify the Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within ten (10) Days after the City has given notice of the decision.

ARTICLE 23 – LIQUIDATED DAMAGES

23.1 It is mutually agreed by and between the Parties hereto that time shall be an essential part of this Agreement, and that in case of the failure on the part of the Contractor to achieve contractually scheduled completion of the milestones established in the Project schedule within the time specified and agreed upon, the City will be damaged thereby. The amount of said damages, inclusive of expenses for inspection(s), as well as additional personnel superintendence, and necessary traveling expenses, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be Four Hundred Dollars ($400.00) for each Day delayed in finishing the Project, in excess of the number of Days prescribed in Article 4. The Contractor hereby agrees that said sum shall be deducted from monies due Contractor under the Agreement, or if no money is due the Contractor, the Contractor hereby agrees to pay to the City as liquidated damages, and not by way of penalty, the amount of Four Hundred Dollars ($400.00) for each Day delayed in finishing the Project, in excess of the number of Days prescribed in Article 4.

ARTICLE 24 – NON-EXCLUSIVE AGREEMENT

24.1 The Work to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Work.

24.2 The City reserves the right to perform Work or operations related to the Project with the City's own forces, or through the award of one or more separate contracts to one or more separate contractors if the scope of the work changes during the term of this Agreement and the City and Contractor are unable to agree as to the Contractor's timely performance of such changed scope of work. Additionally, the City reserves the right to award separate contracts in connection with other portions of the Project or other construction or operations on the worksite under conditions identical or substantially similar to these.

ARTICLE 25 – EMERGENCIES

25.1 In any emergency affecting the safety of persons or property, the Contractor shall act at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

26.1 All documents developed by Contractor under this Agreement shall be delivered to the City by the Contractor upon completion of the Work and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes.

26.2 The Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

26.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City.

26.4 In the event the Agreement is terminated, Contractor agrees to provide the City all such documents within ten (10) Days from the date the Agreement is terminated.

ARTICLE 27 - DEFAULT

27.1 In the event the Contractor fails to comply with any provision of this Agreement, the City may declare the Contractor in default by written notification. The City shall have the right to terminate this Agreement if the Contractor fails to cure the default within ten (10) Days after receiving notice of default from the City. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Work. In the event partial payment has been made for such Work not completed, the Contractor shall return such sums due to the City within ten (10)

Days after notice that such sums are due. The Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 28 - MISCELLANEOUS PROVISIONS

28.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

28.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

28.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

28.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

28.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

28.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Work and for a period of three years after final payment is made under this Agreement.

28.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

28.8 Work shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

28.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

28.10 The professional Work to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Work.

DocuSign Envelope ID: 76CE15BF-9F87-4B84-8C60-4DE44EDEFDFC

28.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

28.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

28.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

28.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

28.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

Roadway Construction, LLC, a Florida limited liability company,

"**Contractor**":

DocuSigned by:
By: Silvio Rubi
C4AD44E825904D2...

Silvio Rubi
Print Name: _____

8/6/2014
Date: _____

ATTEST:

DocuSigned by:
By:
2C7010872EE8414...

Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal Corporation:
"**City**"

DocuSigned by:
By: Aleem Ghany
AD8C42C3AFAE44B...

Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
By: Regine Monestime
9787BB81DC7F413...

Regine M. Monestime
City Attorney

NORTH MIAMI
FLORIDA

COVER PAGE & CONTACT PERSON INFORMATION

NORTHWEST (NW) 2ND AVENUE –
FORCE MAIN IMPROVEMENT PROJECT
IFB No. 33-13-14

Include this sheet as the very first page of your response. Please complete the entire form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of Business/Respondent(s): Roadway Construction, LLC

Doing Business As (DBA) *If applicable*:

Federal Employee Identification Number (FEIN): 45-4767314

Mailing Address: 6750 North Andrews Ave, Suite 200

City, State, Zip Code: Fort Lauderdale, FL 33309

Contact Persons Name: Silvio Rubi

Title: MGRM

Email Address: silvio@roadway-construction.com

Telephone Number: 305-200-7873

Fax Number: 954-417-3677

Section 4.0
Bid Submittal

DELIVER TO:

City of North Miami
Purchasing Department
776 N.E. 125th Street
North Miami, FL 33161-5654

DUE DATE:

May 27, 2014
3:00 P.M.

Responses are subject to the Terms and Conditions of this Solicitation and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Purchasing Department at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Northwest (NW) 2nd Avenue –
Force Main Improvement Project
IFB No. 33-13-14

User Department: Public Work Date Issued: April 22, 2014

This Bid Submittal Consists of Pages: 23 through 30

5% Bid Bond of the total amount of the Bid shall accompany all Bids

100% A Performance Bond of the total amount of the Bid will be required upon execution of the Contract by the awarded Respondent(s) and City of North Miami

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN

CITY OF NORTH MIAMI, FLORIDA

NOTE: City of North Miami is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Procurement Agent:
Patrick R. Dulcio

Firm Name:

Commodity Code(s): _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO SIGN PAGES HEREIN OF SECTION 4.0 BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE. IF APPLICABLE, FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE FOR THIS SOLOICITATION SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

NORTH MIAMI
FLORIDA

PRICE PROPOSAL FORM

NORTHWEST (NW) 2ND AVENUE –
FORCE MAIN IMPROVEMENT PROJECT
IFB No. 33-13-14

The prices listed below shall include the total cost to complete the services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and/or products requested by the City of North Miami.

Note: For a detailed description of each proposed item, refer to Section 01025 of the Specifications entitled *Measurement and Payment.*

Items	Description	Estimated Quantity	Unit	Price	Value
1.)	Mobilization, MOT, Bonds & Insurance	1	LS	27,000.00	27,000.00
2.)	Clearing and Grubbing	1	LS	3,420.00	3,420.00
3.)	Tree Removal	1	LS	$1,000.00	$1,000.00
4.)	Force main, 8" DIP, Open Cut	10	LF	798.00	7,980.00
5.)	Force main, 10" DIP, Open Cut	1600	LF	110.30	176,480.00
6.)	18" x 10" Tapping Sleeve and Valve	1	EA	4,560.00	4,560.00
7.)	8" x 8" Tapping Sleeve and Valve	1	EA	3,420.00	3,420.00
8.)	45 Degree Bends, 10" DIP	20	EA	2,520.00	50,400.00
9.)	Reducer, 10" x 8" DIP	1	EA	2,402.76	2,402.76
10.)	Plug Valve, 10"	1	EA	7,823.90	7,823.90
11.)	Automatic Air Release Valve Assembly, Wastewater Service	2	EA	265.89	531.78
12.)	Milling Existing Asphalt Pavement (minimum depth 1")	4400	SY	1.22	5,516.80

13.)	Asphaltic Concrete Surface Course, Overlay Type SP-9.5 (fine mix) (minimum thickness 1")	4400	SY	6.27	27,838.80
14.)	Adjust Utility Covers	1	LS	3,732.00	3,732.00
15.)	Pavement Markings	1	LS	5,130.00	5,130.00
16.)	Grout/Abandon Existing Force Main	1600	LF	9.30	14,880.00
17.)	Site restoration	1	LS	7,752.00	7,752.00
18.)	Allowance	1	LS	570.00	570.00
	TOTAL PROPOSAL AMOUNT:				350,338.04

TOTAL PROPOSAL AMOUNT (IN WORDS)

Three hundred fifty thousand three hundred thirty eight dollars with four cents

- The price listed in the Solicitation Price Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery and installation of the Project as requested by the City.
- Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform with all the requirements.

NORTH MIAMI
FLORIDA

MINIMUM REQUIREMENTS CHECKLIST

NORTHWEST (NW) 2ND AVENUE –
FORCE MAIN IMPROVEMENT PROJECT
IFB No. 33-13-14

#	Description	Checklist
1.)	The Respondent shall be licensed to do business in the State of Florida.	**Attach Copy of Active Sunbiz.org Registration** XXX
2.)	Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following: a) **Copy of Florida General Contractors License** b) **Copy of Florida Underground Utility Contractor & Excavation Contractor License**	**Attach Copy of Active License(s)** XXX XXX
3.)	References, at a minimum Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.	**Attach Copy of City Contract Form A-14** XXX
4.)	Bid Bond in the amount of five percent (5%) of the lump sum shall accompany the Bid.	**Attach Bond** XXX

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

ROADWAY CONSTRUCTION, LLC

Filing Information

Document Number	L12000035188
FEI/EIN Number	454767314
Date Filed	03/13/2012
State	FL
Status	ACTIVE
Effective Date	03/12/2012

Principal Address

6750 NORTH ANDREWS AVENUE, SUITE 200
FORT LAUDERDALE, FL 33309

Changed: 07/20/2012

Mailing Address

4613 SW 143 CT WEST
MIAMI, FL 33175

Changed: 11/15/2012

Registered Agent Name & Address

RUBI, SILVIO J
4613 SW 143 CT WEST
MIAMI, FL 33175

Address Changed: 01/02/2013

Authorized Person(s) Detail

Name & Address

Title MGRM

RUBI, SILVIO J
6750 NORTH ANDREWS AVENUE, SUITE 200
FORT LAUDERDALE, FL 33309

Annual Reports

Report Year	**Filed Date**

2013	01/02/2013
2014	01/09/2014

Document Images

01/09/2014 -- ANNUAL REPORT	View image in PDF format
01/02/2013 -- ANNUAL REPORT	View image in PDF format
03/13/2012 -- Florida Limited Liability	View image in PDF format

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State of Florida, Department of State

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

RUBI, SILVIO JOSE
ROADWAY CONSTRUCTION LLC
6750 NORTH ANDREWS AVENUE
SUITE 200
FORT LAUDERDALE FL 33309

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 AC# 6247695
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC1225013 08/04/12 128029299

CERT UNDERGROUND & EXCAV CNTR
RUBI, SILVIO JOSE
ROADWAY CONSTRUCTION LLC

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12080400672

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK® PATENTED PAPER

AC# 6247695

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
SEQ# L12080400672

DATE	BATCH NUMBER	LICENSE NBR
08/04/2012	128029299	CUC1225013

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

RUBI, SILVIO JOSE
ROADWAY CONSTRUCTION LLC
6750 NORTH ANDREWS AVENUE
SUITE 200
FORT LAUDERDALE FL 33309

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

RUBI, SILVIO JOSE
ROADWAY CONSTRUCTION LLC
6750 NORTH ANDREWS AVENUE
SUITE 200
FORT LAUDERDALE FL 33309

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
CGC1521202 ISSUED: 01/22/2013
CERTIFIED GENERAL CONTRACTOR
RUBI, SILVIO JOSE
ROADWAY CONSTRUCTION LLC
IS CERTIFIED under the provisions of Ch 489 FS
Expiration date: AUG 31, 2014 L1301220000628

The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to www.VivaFlorida.org.

DETACH HERE

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

LICENSE NUMBER
CGC1521202

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

RUBI, SILVIO JOSE
ROADWAY CONSTRUCTION LLC
6750 NORTH ANDREWS AVENUE
SUITE 200
FORT LAUDERDALE FL 33309

VIVA FLORIDA 500

RICK SCOTT
GOVERNOR

ISSUED: 01/22/2013 SEQ # L1301220000628
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

NORTH MIAMI
FLORIDA

REFERENCES (Form A-14)

List a minimum of three (3)

Name: Gen-Ex Builders Contact: Henry Louden

Address: 2008 Harding Street

City: Hollywood State: FL Zip: 33020

Contact Person: Henry Louden

Phone: 305-525-2545 E-Mail: hl@genexbldr.com

Type of Job Performed & Cost Water, Sewer, Drainage, Asphalt $834,445.22

Name: Caribe Utilities of Florida Contact: Miguel Cabranes

Address: 11130 N Kendall Dr., Suite 104

City: Miami State: FL Zip: 33176

Contact Person: Miguel Cabranes

Phone: 305-596-0141 E-Mail: mcabranes@caribeutilities.com

Type of Job Performed & Cost Asphalt, Water,Drainage $798,650.99

Name: Miami Dade County Contact: Miguel Gomez

Address: 111 NW 1 Street

City: Miami State: FL Zip: 33128

Contact Person: Miguel Gomez

Phone: 305-505-1290 E-Mail: mgomez@miamidade.gov

Type of Job Performed & Cost Drainage, Asphalt, Striping, Milling $231,466.99

PRINT

NORTH MIAMI
FLORIDA

Form "A-9"

Bidder Must Submit With Bid
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Roadway Construction, LLC as Principal, hereinafter called Contractor, and Berkley Insurance Company as Surety, are held and firmly bound unto the City of North Miami, Florida, as a municipal corporation of the State of Florida, hereinafter called the City, in the sum of five percent (5%) of the Base Bid amount of:

Three Hundred Fifty Thousand Three Hundred Thirty-eight Dollars with No Cents
(Written Dollar Amount)

dollars ($ 350,338.00) lawful money of the United States of American, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Contractor contemplates submitting or has submitted, a Bid to the City for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the Work covered in the Bid Documents which include the Project Manual, the detailed Plans and Specifications, and any Addenda thereto, for the IFB 33-13-14 entitled, NW 2 Ave Street - Force Main Improvement Project

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after notice having been given of the Award of the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor within ten (10) consecutive calendar days after notice of such acceptance, enters into a written Contract with the City and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of North Miami and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Contractor.

NORTH MIAMI
FLORIDA

Form "A-9"

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the 3rd day of June, 2014.

WITNESS:

PRINCIPAL:
(If sole Proprietor or partnership)

(Firm Name)

BY

Title: (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

Roadway Construction, LLC
(Corporate Name)

BY (President)

Attest: (Secretary)

(CORPORATE SEAL)

ROADWAY CONSTRUCTION, LLC
LIMITED LIABILITY COMPANY
2012
FLORIDA

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

(Copy of Agent's current License as issued by State of Florida Insurance Commissioner

SURETY:

Berkley Insurance Company

By: **Attorney-in-fact** Jennifer L. McCarta
Inquiries: (407) 834-0022
(Power of Attorney must be attached)

FLORIDA DEPARTMENT OF INSURANCE

JENNIFER L MCCARTA

License Number D006381

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE:

General Lines (Prop & Cas)

This licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

No. BI- 117

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: ***J.W. Guignard, Bryce R. Guignard, April L. Lively, Margie L. Morris, Jennifer L. McCarta, Allyson Foss or James S. Penny of Guignard Company of Longwood, 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 10 day of May, 2013.

Attest: Berkley Insurance Company

(Seal)

By _____ By _____
Ira S. Lederman
Senior Vice President & Secretary

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 10 day of May, 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 3rd day of June, 2014.

(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 certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2013-2014

Venice of America

BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
(954)828-5195

Business ID: 1200614 Business Name: ROADWAY CONSTRUCTION LLC
Business Address: 6750 N ANDREWS AVE # 200
Tax Category: GENERAL CONTRACTOR Tax#: 737947 Fee:

ROADWAY CONSTRUCTION LLC
SILVIO RUBI
6750 N ANDREWS AVE # 200
FORT LAUDERDALE, FL 33309

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID:	1200614
Tax Number:	737947
Business Name:	ROADWAY CONSTRUCTION LLC
Business Address:	6750 N ANDREWS AVE # 200
Business Owner:	ROADWAY CONSTRUCTION LLC

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- A Transfer fee applies of 10% of the annual business tax fee. The fee shall not be less than $3.00, nor greater than $25.00.
- If you have sold your business, please provide us with a copy of the Bill of Sale.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

NORTH MIAMI
FLORIDA

RESPONSE SUBMITTAL CHECKLIST

NORTHWEST (NW) 2ND AVENUE – FORCE MAIN IMPROVEMENT PROJECT
IFB No. 33-13-14

This checklist is provided for Respondent's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Response received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

No.	City Contract Forms	Checklist
1.)	A-1 Public Entity Crimes Affidavit	XXX
2.)	A-2 Non- Collusive Proposal Certificate	XXX
3.)	A-3 Local Preference Affidavit *(optional)*	XXX
4.)	A-5 Acknowledgement of Addenda *(if applicable)*	XXX
5.)	A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*	XXX
6.)	A-7 Insurance Requirements	XXX

All of the City's Forms can be found on our website at: http://www.northmiamifl.gov/business/purchasing/forms.asp. These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

FORM A-1

NORTH MIAMI
FLORIDA

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

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

1. This sworn statement is submitted to City of North Miami
[print name of public entity]

by Roadway Construction, LLC
[print individual's name and title]

for Roadway Construction, LLC
[print name of entity submitting sworn statement]

whose business address is 6750 North Andrews Ave, Suite 200, Fort Lauderdale, FL 33309

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-4787314 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes,** means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

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

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

FORM A-1

NORTH MIAMI
FLORIDA

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

☑ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____
[signature]

Sworn to and subscribed before me this 03 day of June, 20 14.

Personally known XXX

OR Produced identification _____ Notary Public - State of Florida

_____ My commission expires March 19, 2018
(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

JAKLING CASTRO
MY COMMISSION #FF103963
EXPIRES March 19, 2018
(407) 398-0153 FloridaNotaryService.com

FORM "A-2"
NON-COLLUSIVE BIDDER CERTIFICATE
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared Silvio Rubi (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the MGRM of the corporation/partnership known and styles as Roadway Construction, LLC, duly formed under the laws of the State of Florida, on March, 200__, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That Roadway Construction, LLC (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of NE 131 Street Force Main Improvement Project, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That Roadway Construction, LLC (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That Roadway Construction, LLC (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That Roadway Construction, LLC (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.

NORTH MIAMI
FLORIDA

6. That no officer of Roadway Construction, LLC has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the bid opening.

By: _____

Its: Silvio Rubi-MGRM
Authority Warranted

SWORN TO and subscribed before me this 03 day of June, 2014.

JAKLING CASTRO
MY COMMISSION #FF103963
EXPIRES March 19, 2018
(407) 398-0153 FloridaNotaryService.com

_____
Notary Public
My Commission Expires:

NORTH MIAMI
FLORIDA

FORM A-5

ADDENDUM TO BID DOCUMENTS

IFB NUMBER: 33-13-14 IFB

BID OPENING DATE: June 3, 2014

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP,RFQ or IFB and must signed in the space provided below. Bidder's failure to return this form will be deemed non-responsive and will not be considered for contract award.

Roadway Construction, LLC

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1	✔
Addendum No. 2	
Addendum No. 3	
Addendum No. 4	
Addendum No. 5	
Addendum No. 6	
Addendum No. 7	
Addendum No. 8	
Addendum No. 9	
Addendum No. 10	

Acknowledged by:
Name: Silvio Rubi
Signature:
Date: 6/2/2014

NORTH MIAMI
FLORIDA

ADDENDUM TO SOLICITATION DOCUMENTS

Posted Date: **May 21, 2014** Addendum No. **01**

Solicitation Title: **Northwest (NW) 2nd Avenue – Force Main Improvement Project**

Solicitation No.: **33-13-14 IFB** Opening Date: **Tuesday, June 3rd, 2014 at 3:00PM**

To All Respondents:

It is the Respondents' responsibility to assure receipt of all addenda, clarifications and inquiries regarding this Solicitation. The Respondent should verify with the designated Purchasing Agent prior to submitting a response, that all, if any, have been received. Respondents are required to acknowledge the number of addenda received as part of their response by checking the box indicated on the City Contract Form, A-5 Acknowledgement of Addendum(s).

This addendum is issued to modify the previously issued Solicitation documents and/or given for informational purposes, and is hereby made a part of the Solicitation documents.

Please find attach to this addendum an update Price Proposal Form and Attachment B 100% Specifications Bid Set for the above reference Solicitation.

*****All other items remain the same*****
End of Addendum

NORTH MIAMI
FLORIDA

CLARIFICATION AND INQUIRIES

Posted Date: **May 21, 2014** No. **01**

Solicitation Title: **Northwest (NW) 2nd Avenue – Force Main Improvement Project**

Solicitation No.: **33-13-14 IFB** Opening Date: **Tuesday, June 3rd, 2014 at 3:00PM**

To All Respondents:

It is the Respondents' responsibility to assure receipt of all addenda, clarifications and inquiries regarding this Solicitation. The Respondent should verify with the designated Purchasing Agent prior to submitting a response, that all, if any, have been received.

This document is issued to clarity the previously issued Solicitation documents and/or given for informational purposes, and is hereby made a part of the Solicitation documents.

Q.1 What is the engineer's estimate/budget for this project?

A.1 **The approximate budget for this project is $532,000.00.**

*****All other items remain the same*****
End of Addendum

Form "A-6"

BIDDER'S DISCLOSURE OF
SUBCONTRACTORS AND SUPPLIERS

RFQ, RFP OR IFB NO. 33-13-14

DISCIPLINE Roadway Construction LLC

Team Composition Plan
Please provide the following for tracking purposes only:

Business Association	Business Name	*Business Address*	*Business* Phone #	Describe Type of Work to be Performed	% of Work	Diversity Class. *
Prime Contractor	Roadway Construction, LLC	5760 North Andrews Ave, Suite 200, Fort Lauderdale, FL	954-227-0025	Pipework	90	H
Subcontractor	Weekley Asphalt	20701 Stirling Road, Pembroke, FL	954-680-8005	Asphalt	7%	W
Subcontractor	A.Luis Milling	24250 SW 142 Ave, Miami, FL	305-216-7331	Milling	2%	H
Subcontractor	Road Runner Striping	9405 NW 108 St, Medley, FL 33178	305-885-9448	Striping	1%	H
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Joint Venture						

Diversity Classification:

A = Asian American *B = African American* *F = American Woman*
H = Hispanic American *N = Native American* *L=Local Vendor (North Miami)*

Form "A-7"

General Insurance Requirements

Bidders must submit with their bid or proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - $1,000,000
- Fidelity / Dishonesty Coverage - $500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance –
    1. $1,000,000 per occurrence, $2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed $25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
    2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date;
    3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
- Commercial General Liability Insurance – preferably written on an occurrence form with $1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
- Automobile Liability Insurance – $1,000,000 combined single limit bodily injury & property damage.

The successful Bidder(s) must submit, prior to signing of contract, a Certificate of Insurance including the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of contract.

Please note: The insurance requirements listed above are general in nature and should only be used as an indication of the most frequently required levels of coverage. Actual requirements may vary and will be fully documented within each individual IFB/RFP.

ROADW-1 OP ID: TC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER iSure Insurance Brokers 2700 SW 137 AVE Miami, FL 33175 Teresa R. Carmona, Agent	CONTACT NAME: Teresa R. Carmona, Agent PHONE (A/C, No, Ext): 305-223-2533 FAX (A/C, No): 305-220-0765 E-MAIL ADDRESS: tcarmona@isurebrokers.com
INSURED Roadway Construction Llc Silvio Rubi 6750 N Andrews Ave # 200 Ft lauderdale, FL 33309	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Zurich Insurance Co. INSURER B : Scottsdale Ins. — 41297 INSURER C : Travelers Casualty Ins. Co. of — 19046 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CPS1904778 BLANKET ADDITIONAL INSURE	11/12/2013 11/12/2013	11/12/2014 11/12/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA 3C600856	09/21/2013	09/21/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT) pip	$ 1,000,000 $ $ $ $ 10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	equipment Floater			EC05925336	09/04/2013	09/04/2014	Equipment Rental	74,535 60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

FOR BID PURPOSES ONLY

CERTIFICATE HOLDER

Roadway Construction, LLC
6750 North Andrews Ave, Suite 200
Fort Lauderdale, FL 33309

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Teresa Carmona

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CERTIFICATE OF LIABILITY INSURANCE

Date: 1/16/2014

Producer: Lion Insurance Company
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY Commercial General Liability Claims Made ☐ Occur General aggregate limit applies per: Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY Occur ☐ Claims Made Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2014	01/01/2015	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
Other			**Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 92-67-075

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Roadway Construction, LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

FOR BID PURPOSES ONLY

Begin Date 1/21/2013

CERTIFICATE HOLDER

Roadway Construction, LLC
6750 North Andrews Ave, Suite 200
Fort Lauderdale, FL 33309

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Joh a. Sousa

3.5 CLEAN WATER STATE REVOLVING FUND (CWSRF)

This Project is funded by the Clean Water State Revolving Fund (CWSRF) and must comply with all requirements of the CWSRF. The Proposers will be required to participate in Florida Department of Environmental Protection (FDEP) site visits, labor interviews, close-out, audits and other meetings and reviews. The Proposers are also required to provide all documentation to show compliance with MBE/WBE, Davis-Bacon Act, and other documents that may be required by FDEP.

END OF SECTION

NORTH MIAMI
FLORIDA

BID SUBMITTAL FORM

NORTHWEST (NW) 2ND AVENUE – FORCE MAIN IMPROVEMENT PROJECT IFB NO. 33-13-14

FEIN NO.: 45-4767314
(Respondent Federal Employer Identification Number) If none, Respondent Social Security Number

☐ **LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of City of North Miami that conforms with the provisions of Section 4.62 of the General Terms and Conditions of this Solicitation and contributes to the economic development of the community in a verifiable and measurable way. Place a check here only if affirming Respondent meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Respondent ineligible for Local Preference.**

OR

☐ **WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to Firms with a least ten percent (10%) of its total Workforce residing within the geographical boundaries of the City. Place a check here only if affirming Respondent meets the requirements for Workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Respondent ineligible for Workforce Local Preference.**

OR

☐ **SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to Firms that subcontract at least ten percent (10%) of the contractual amount of a City project to Sub-Contractor who are physically located within the City of North Miami. (**Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.**) Place a check here only if affirming Respondent meets the requirements for Sub-Contractor Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Respondent ineligible for Sub-Contractor Local Preference.**

All referenced forms can be found on the City's website at:
http://www.northmiamifl.gov/departments/purchasing/forms.aspx

The undersigned Respondent certifies that its Bid is submitted in accordance with the Solicitation specifications and conditions governing this Solicitation, and that the Respondent will accept any award(s) made to him as a result of this Solicitation.

FIRM NAME: Roadway Construction, LLC

DBA *(if any)*:

STREET ADDRESS: 6750 North Andrews ave, Suite 200

CITY/STATE/ZIP CODE: Fort Lauderdale, FL 33309

TELEPHONE NO.: 305-200-7873 **FAX NO.:** 954-417-3677

E-MAIL: silvio@roadway-construction.com

By signing this document the Respondent agrees to all Terms & Conditions of this Solicitation and the resulting Contract.

AUTHORIZED SIGNATURE **Date** 6/3/2014
PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF AFFIANT Silvio Rubi

TITLE OF OFFICER MGRM

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF RESPONDENT TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE RESPONDENT TO THE TERMS OF ITS OFFER

Solicitation Tabulation Sheet

Solicitation Title: Northwest (NW) 2nd Avenue-ForceMain Improvement
Solicitation No.: 33-13-14 IFB
Opening Date: Tuesday, June 03, 2014

Prepared By: [signature]
Reviewed By: [signature]

	Non-Responsive	6	Non-Responsive	Non-Responsive	2	3	5	1	Non-Responsive	4	Non-Responsive
Respondent:	ACRE Engineering and Construction, Inc.	Acosta Tractors, Inc.	Caribe Utilities of Florida, Inc	Epoca Corp	JVA Engineering Contractor, Inc.	KT Construction Services Inc.	Maestre Construction Inc.	Roadway Construction, LLC	R Punliy &Excavation, Corp.	Southern Underground Industries, Inc	V Engineering & Consulting Corp.
Address:	2451 NW 109th Ave Suite 4 Miami, Florida 33172	11986 NW 97th Avenue Hialeah Gardens, FL 33018	11130 N. Kendall Dr Ste 10 Miami, FL 33176	800 NE 125th St N Miami, FL 33161	6600 NW 32nd Avenue Miami, FL 33147	17205 SW 78ct Palmetto Bay, FL 33157	610 West 53rd St Hialeah, FL 33012	6750 N. Andrews Ave. Suite Ft. Lauderdale, FL 33309	3422 SW 156ct Miami, FL 33185	3153 NW 41st #205 Oakland Park, FL 33309	1900 Coral Way, Suite 300 Miami, FL 33145
Contact Person:	Jose Angel Bustos	Frank Acosta	Miguel Cabrera	Matthew Bradley	Jose M. Alvarez	George Hovt	Angel Maestre	Silvio Rubi	Rudel Perez	Pelval Comerford	Felix Valdes
Phone/Cell:	305 436 5102	305 556 0173	305 596 0111	305 332 0130	305 696 7902	305-345-0080	305-557-4440	305-200-7873	786-506-4998	305 710 0470	305 342 5568
Email Address:	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Required Forms/Documents	ACRE Yes	ACRE No	Acosta Yes	Acosta No	Caribe Yes	Caribe No	Epoca Yes	Epoca No	JVA Yes	JVA No	KT Yes	KT No	Maestre Yes	Maestre No	Roadway Yes	Roadway No	R Punliy Yes	R Punliy No	Southern Yes	Southern No	V Eng. Yes	V Eng. No
State of Florida Active Sunbiz Report	x		x		x		x		x		x		x		x		x		x			x
Professional License/Certification		x	x			x		x	x		x		x		x			x	x			x
A-9 Bid Bond	x		x		x				x		x		x		x		x		x		x	
A-14 References	x		x		x		x		x		x		x		x		x		x		x	
A-1 Public Entity Crimes	x		x		x		x		x		x		x		x		x		x		x	
A-2 Non-Collusive Certificate	x		x		x		x		x		x		x		x		x		x		x	
A-3 Local Preference		x		x		x	x			x		x		x		x		x		x		x
A-5 Acknowledgement of Addenda	x		x		x		x		x		x		x		x		x		x		x	
A-6 Bidder's Disclosure of Subcontractors & Suppliers	x		x		x		x		x		x		x		x		x		x		x	
A-7 Insurance Requirements	x		x		x		x		x		x		x		x				x		x	
Respondent Status:	Non Responsive		Responsive		Non-Responsive		Non-Responsive		Responsive		Responsive		Responsive		Responsive		Non-Responsive		Responsive		Non or Responsive	

No.	Item(s)	Qty	Unit	ACRE Unit Price	ACRE Extended Total	Acosta Unit Price	Acosta Extended Total	Caribe Unit Price	Caribe Extended Total	Epoca Unit Price	Epoca Extended Total
1.)	Mobilization, MOT, Bonds & Insurance	1	LS	$ 35,000.00	$ 35,000.00	$ 30,409.38	$ 30,409.38	$ 30,000.00	$ 30,000.00	$ 61,800.00	$ 61,800.00
2.)	Clearing and Grubbing	1	LS	$ 7,500.00	$ 7,500.00	$ 8,643.75	$ 8,643.75	$ 13,000.00	$ 13,000.00	$ 5,000.00	$ 5,000.00
3.)	Tree Removal	1	LS	$ 750.00	$ 750.00	$ 987.50	$ 987.50	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00
4.)	Force main, 8" DIP, Open Cut	10	LF	$ 95.00	$ 950.00	$ 309.54	$ 3,095.40	$ 125.00	$ 1,250.00	$ 200.00	$ 2,000.00
5.)	Force main, 10" DIP, Open Cut	1600	LF	$ 97.00	$ 155,200.00	$ 135.86	$ 217,376.00	$ 115.00	$ 184,000.00	$ 125.00	$ 200,000.00
6.)	18" x 10" Tapping Sleeve and Valve	1	EA	$ 6,000.00	$ 6,000.00	$ 9,461.00	$ 9,461.00	$ 10,300.00	$ 10,300.00	$ 1,500.00	$ 1,500.00
7.)	8" x 8" Tapping Sleeve and Valve	1	EA	$ 4,000.00	$ 4,000.00	$ 7,081.20	$ 7,081.20	$ 7,800.00	$ 7,800.00	$ 1,500.00	$ 1,500.00
8.)	45 Degree Bends, 10" DIP	20	EA	$ 900.00	$ 18,000.00	$ 1,135.50	$ 22,710.00	$ 1,300.00	$ 26,000.00	$ 500.00	$ 10,000.00
9.)	Reducer, 10" x 8" DIP	1	EA	$ 800.00	$ 800.00	$ 1,004.26	$ 1,004.26	$ 1,100.00	$ 1,100.00	$ 1,500.00	$ 1,500.00
10.)	Plug Valve, 10"	1	EA	$ 4,500.00	$ 4,500.00	$ 5,792.76	$ 5,792.76	$ 5,100.00	$ 5,100.00	$ 1,500.00	$ 1,500.00
11.)	Automatic Air Release Valve Assembly, Wastewater Service	2	EA	$ 3,000.00	$ 6,000.00	$ 4,775.13	$ 9,550.26	$ 6,000.00	$ 12,000.00	$ 1,500.00	$ 3,000.00
12.)	Milling Existing Asphalt Pavement (minimum depth 1")	4400	SY	$ 2.50	$ 11,000.00	$ 3.75	$ 16,500.00	$ 4.00	$ 17,600.00	$ 5.00	$ 22,000.00
13.)	Asphaltic Concrete Surface Course, Overlay Type SP-9.5 (fine mix) (minimum thickness 1")	4400	SY	$ 8.00	$ 35,200.00	$ 14.38	$ 63,272.00	$ 12.50	$ 55,000.00	$ 14.50	$ 63,800.00
14.)	Adjust Utility Covert	1	LS	$ 5,000.00	$ 5,000.00	$ 1,200.00	$ 1,200.00	$ 4,000.00	$ 4,000.00	$ 9,500.00	$ 9,500.00
15.)	Pavement Markings	1	LS	$ 5,000.00	$ 5,000.00	$ 7,965.00	$ 7,965.00	$ 12,000.00	$ 12,000.00	$ 10,500.00	$ 10,500.00
16.)	Grout/Abandon Existing Force Main	1,600	LF	$ 10.00	$ 16,000.00	$ 12.44	$ 19,904.00	$ 6.00	$ 9,600.00	$ 10.00	$ 16,000.00
17.)	Site restoration	1	LS	$ 20,000.00	$ 20,000.00	$ 17,600.00	$ 17,600.00	$ 8,500.00	$ 8,500.00	$ 10,000.00	$ 10,000.00
18.)	Allowance	1	LS	$ -	$ -	$ -	$ -		$ -		$ -
	Proposal Total:			$	330,900.00	$	442,552.51	$	400,750.00	$	424,600.00
	Local Preference (Minus 10%)									$	42,460.00
	Evaluation Total:			$	330,900.00	$	442,552.51	$	400,750.00	$	382,140.00
				(2)				(3)		(3)	

No.	Item(s)	JVA Unit Price	JVA Extended Total	KT Unit Price	KT Extended Total	Maestre Unit Price	Maestre Extended Total	Roadway Unit Price	Roadway Extended Total
1.)	Mobilization, MOT, Bonds & Insurance	$ 32,982.00	$ 32,982.00	$ 14,000.00	$ 14,000.00	$ 53,906.04	$ 53,906.04	$ 27,000.00	$ 27,000.00
2.)	Clearing and Grubbing	$ 12,435.00	$ 12,435.00	$ 7,000.00	$ 7,000.00	$ 5,000.00	$ 5,000.00	$ 3,420.00	$ 3,420.00
3.)	Tree Removal	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
4.)	Force main, 8" DIP, Open Cut	$ 200.00	$ 2,000.00	$ 110.00	$ 1,100.00	$ 66.44	$ 664.40	$ 798.00	$ 7,980.00
5.)	Force main, 10" DIP, Open Cut	$ 125.18	$ 200,288.00	$ 107.00	$ 171,200.00	$ 159.69	$ 255,504.00	$ 110.30	$ 176,480.00
6.)	18" x 10" Tapping Sleeve and Valve	$ 6,729.49	$ 6,729.49	$ 10,000.00	$ 10,000.00	$ 4,116.06	$ 4,116.06	$ 4,560.00	$ 4,560.00
7.)	8" x 8" Tapping Sleeve and Valve	$ 4,496.50	$ 4,496.50	$ 6,500.00	$ 6,500.00	$ 2,331.87	$ 2,331.87	$ 3,420.00	$ 3,420.00
8.)	45 Degree Bends, 10" DIP	$ 905.30	$ 18,106.00	$ 1,500.00	$ 30,000.00	$ 510.30	$ 10,206.00	$ 2,520.00	$ 50,400.00
9.)	Reducer, 10" x 8" DIP	$ 693.52	$ 693.52	$ 1,200.00	$ 1,200.00	$ 457.94	$ 457.94	$ 2,402.76	$ 2,402.76
10.)	Plug Valve, 10"	$ 6,900.59	$ 6,900.52	$ 6,000.00	$ 6,000.00	$ 3,193.21	$ 3,193.21	$ 7,823.90	$ 7,823.90
11.)	Automatic Air Release Valve Assembly, Wastewater Service	$ 2,408.33	$ 4,816.66	$ 7,500.00	$ 15,000.00	$ 872.19	$ 1,744.38	$ 265.89	$ 531.78
12.)	Milling Existing Asphalt Pavement (minimum depth 1")	$ 3.27	$ 14,388.00	$ 3.25	$ 14,300.00	$ 3.50	$ 15,400.00	$ 1.22	$ 5,368.00
13.)	Asphaltic Concrete Surface Course, Overlay Type SP-9.5 (fine mix) (minimum thickness 1")	$ 11.79	$ 51,876.00	$ 7.85	$ 34,540.00	$ 7.00	$ 30,800.00	$ 6.27	$ 27,588.00
14.)	Adjust Utility Covert	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 3,732.00	$ 3,732.00
15.)	Pavement Markings	$ 4,500.00	$ 4,500.00	$ 7,500.00	$ 7,500.00	$ 6,000.00	$ 6,000.00	$ 5,130.00	$ 5,130.00
16.)	Grout/Abandon Existing Force Main	$ 5.84	$ 9,344.00	$ 15.00	$ 24,000.00	$ 3.75	$ 6,000.00	$ 9.30	$ 14,880.00
17.)	Site restoration	$ 22,050.25	$ 22,050.25	$ 12,500.00	$ 12,500.00	$ 3,500.00	$ 3,500.00	$ 7,752.00	$ 7,752.00
18.)	Allowance		$ -		$ -		$ -		$ -
	Proposal Total:	$	398,606.01	$	358,840.00	$	401,823.90	$	349,468.44
	Local Preference (Minus 10%)	$	39,860.60						
	Evaluation Total:	$	358,745.41	$	358,840.00	$	401,823.90	$	349,468.44
		CC	Need To Verify Local Preference	CC		CC		CC	

No.	Item(s)	R Punliy Unit Price	R Punliy Extended Total	Southern Unit Price	Southern Extended Total	V Eng. Unit Price	V Eng. Extended Total
1.)	Mobilization, MOT, Bonds & Insurance	$ 30,000.00	$ 30,000.00	$ 35,000.00	$ 35,000.00	$ 38,000.00	$ 38,000.00
2.)	Clearing and Grubbing	$ 3,446.00	$ 3,446.00	$ 32,600.00	$ 32,600.00	$ 50,000.00	$ 50,000.00
3.)	Tree Removal	$ 2,000.00	$ 2,000.00	$ 1,800.00	$ 1,800.00	$ 850.00	$ 850.00
4.)	Force main, 8" DIP, Open Cut	$ 120.00	$ 1,200.00	$ 120.00	$ 1,200.00	$ 85.00	$ 850.00
5.)	Force main, 10" DIP, Open Cut	$ 135.00	$ 216,000.00	$ 110.00	$ 176,000.00	$ 133.00	$ 212,800.00
6.)	18" x 10" Tapping Sleeve and Valve	$ 7,000.00	$ 7,000.00	$ 9,500.00	$ 9,500.00	$ 10,000.00	$ 10,000.00
7.)	8" x 8" Tapping Sleeve and Valve	$ 5,000.00	$ 5,000.00	$ 7,800.00	$ 7,800.00	$ 6,500.00	$ 6,500.00
8.)	45 Degree Bends, 10" DIP	$ 350.00	$ 7,000.00	$ 1,500.00	$ 30,000.00	$ 200.00	$ 4,000.00
9.)	Reducer, 10" x 8" DIP	$ 900.00	$ 900.00	$ 1,200.00	$ 1,200.00	$ 200.00	$ 200.00
10.)	Plug Valve, 10"	$ 6,000.00	$ 6,000.00	$ 3,400.00	$ 3,400.00	$ 15,000.00	$ 15,000.00
11.)	Automatic Air Release Valve Assembly, Wastewater Service	$ 2,000.00	$ 4,000.00	$ 3,900.00	$ 7,800.00	$ 2,500.00	$ 5,000.00
12.)	Milling Existing Asphalt Pavement (minimum depth 1")	$ 3.00	$ 13,200.00	$ 6.70	$ 29,480.00	$ 1.50	$ 6,600.00
13.)	Asphaltic Concrete Surface Course, Overlay Type SP-9.5 (fine mix) (minimum thickness 1")	$ 9.00	$ 39,600.00	$ 7.10	$ 31,240.00	$ 5.00	$ 22,000.00
14.)	Adjust Utility Covert	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 500.00	$ 500.00
15.)	Pavement Markings	$ 3,000.00	$ 3,000.00	$ 1,800.00	$ 1,800.00	$ 5,000.00	$ 5,000.00
16.)	Grout/Abandon Existing Force Main	$ 5.00	$ 8,000.00	$ 4.60	$ 7,360.00	$ 5.00	$ 8,000.00
17.)	Site restoration	$ 9,000.00	$ 9,000.00	$ 8,900.00	$ 8,900.00	$ 5,000.00	$ 5,000.00
18.)	Allowance		$ -		$ -		$ -
	Proposal Total:	$	357,846.00	$	387,580.00	$	390,300.00
	Local Preference (Minus 10%)						
	Evaluation Total:	$	357,846.00	$	387,580.00	$	390,300.00
		(4)				(5)	

CC Denotes irregularities in proposal total, Proposal total are clacluted by quantity x unit price

Line item #18 has been remove per Addendum No.1

(1) Vendor was not given local preference, due to not identifying a local contractor at the time of bid submittal.
Vendor deemed non responsive due to not submitting a Copy of their General Contractors License/

(2) Vendor Deemed Non-responsive for not meeting license requirements

(3) Vendor Deemed Non-responsive for not meeting license requirements

(4) Vendor claimed local preference, but it was not awarded due to not submitting a North Miami Local Business Tax Receipt
Vendor Deemed Non-responsive for not meeting license requirements

(5) Vendor Deemed Non-responsive for not meeting license requirements
Vendor's company is listed as Inactive on Sunbiz