

RESOLUTION NO. 14-1234

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AWARDDING CONTRACT FOR THE PURCHASE OF NINE (9) BUS SHELTERS IN AN AMOUNT NOT TO EXCEED \$141,120.00 TO COLUMBIA EQUIPMENT COMPANY, INC. PURSUANT TO SECTION 8, ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO IMPLEMENT TERMS AND CONDITIONS OF CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December 2010, pursuant to Resolution 10-847, the Town of Miami Lakes, Florida ("the Town") and Miami-Dade Transit, a department of Miami-Dade County, Florida ("the County") entered into an Interlocal Agreement ("Agreement") for federal funding pass-through arrangements with the American Recovery and Reinvestment Act ("ARRA") of 2009 Federal Transit (FTA 5307) for the Town to install new bus shelters and retrofit existing shelters to make them ADA accessible; and

WHEREAS, the Agreement does not require match funding from the Town, however the Town provides matching funds to fully fund the bus shelter project; and

WHEREAS, under the Agreement, the Town is responsible for the purchase of the bus shelters and the design of the concrete pad required for the installation of the bus shelters, while the County is responsible for the installation of the bus shelters; and

WHEREAS, eleven (11) bus shelters were previously purchased and installed under the Agreement; and

WHEREAS, in March 2014, the County notified the Town that ARRA funding was still available; and

WHEREAS, the Town reviewed available budget funding to determine if funds could be allocated to purchase additional bus shelters and determined that \$170,000 in funds could be allocated; and

WHEREAS, the Town and the County have agreed to install up to nine (9) additional bus shelters, with the Town using its funds to purchase the bus shelters and the design of the

concrete pads required for the shelters and the County using ARRA funds to install the bus shelters; and

WHEREAS, the Town desires that the new bus shelters match the existing bus shelters installed throughout the Town; and

WHEREAS, Columbia Equipment Company, Inc. (“Columbia”) supplied the bus shelters that are currently installed throughout the Town and owns the drawings and as-built documents for the existing bus shelters; and

WHEREAS, the Town and Columbia have agreed to a purchase price of \$15,680.00 per bus shelter; and

WHEREAS, Section 8 of Ordinance 12-142 (“the Town’s Procurement Ordinance”) authorizes the purchase of goods or services without competition when the Town manager makes a written determination that the required goods or services are available from only one source; and

WHEREAS, the Town Manager has made a written determination in accordance with the Town’s Procurement Ordinance that Columbia is the single source available to obtain new matching bus shelters; and

WHEREAS, Columbia has agreed to provide nine (9) new bus shelters at a cost of \$141,120.00; and

WHEREAS, the Town Manager recommends an award to Columbia of a contract for the purchase of nine (9) new bus shelters, in an amount not to exceed \$141,120.00; and

WHEREAS, the Town Council approves of the Town Manager’s recommendations and authorizes the Town Manager to enter into a contract with Columbia, for Award of contract for the purchase of nine (9) new bus shelters, in an amount not to exceed \$141,120.00.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of Contract. The Town Council hereby approves the award of a contract in substantially the form attached hereto as Exhibit “A” to Columbia Equipment Company, Inc. in an amount not to exceed \$141,120.00 for the purchase of nine (9) bus shelters.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with Columbia Equipment Company, Inc. for the purchase of nine (9) bus shelters.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds from the People's Transportation Plan to implement the terms and conditions of the contract with Columbia Equipment Company, Inc.

Section 5. Execution of the Contract. The Town Manager is authorized to execute the contract in substantially the form attached hereto as Exhibit "A" with Columbia Equipment Company, Inc. for the purchase of nine (9) bus shelters on behalf of the Town in an amount not to exceed \$141,120.00.

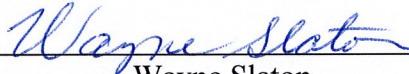
Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

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Passed and adopted this 8th day of July, 2014.

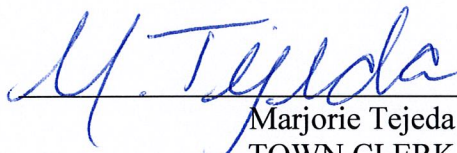
The foregoing resolution was offered by Councilman Daubert who moved its adoption. The motion was seconded by Councilman Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Wayne Slaton	Yes
Vice Mayor Manny Cid	Yes
Councilmember Tim Daubert	Yes
Councilmember Tony Lama	Yes
Councilmember Ceasar Mestre	Absent
Councilmember Frank Mingo	Yes
Councilmember Nelson Rodriguez	Yes




Wayne Slaton
MAYOR

Attest:



Marjorie Tejada
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT "A"

PURCHASE OF BUS SHELTERS

CONTRACT No. 2014-70



The Town of Miami Lakes Council:

**Mayor Wayne Slaton
Vice Mayor Manny Cid
Councilmember Timothy Daubert
Councilmember Tony Lama
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

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SECTION 3

GENERAL TERMS AND CONDITIONS

3.1 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract. Where words, which have well-known technical or trade or industry meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. The Town has no duties other than those duties and obligations expressly set forth within the Contract.

3.2 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract.

3.3 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Mr. Gary Fabrikant
Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

For Contractor:

Mr. Arthur Cohen
President
Columbia Equipment Company, Inc.
180-10 93rd Avenue
Jamaica, New York 11433
shelterpr@columbiaequipment.com
(718) 658-5900

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

3.4 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract the following order of precedence apply:

- Revisions and Change Orders to the Contract govern over the Contract
- The Special Conditions govern over the General Conditions of the Contract
- Addendum to an ITB govern over a ITB

3.5 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor, under this Contract. The Contractor must defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

3.6 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage must be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town is in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** For all employees of the Contractor as required by Florida Statute 440

- b. Employer's Liability:** Limit for each bodily injury by an accident must be \$500,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. Comprehensive Business Automobile and Vehicle Liability Insurance:** This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- d. Commercial General Liability ("CGL"):** This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.
- CGL Required Endorsements
 - Employees included as insured
 - Contingent Liability/Independent Contractors Coverage
 - Contractual Liability
 - Waiver of Subrogation

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

- e. Certificate of Insurance:** Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.
- f. Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained

by the Town is in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

Compliance with the foregoing requirements will not relieve the Contractor of its liability and obligations under this section or any other section of the Contract.

Issuance of a purchase order is contingent upon receipt of the insurance documents within fifteen (15) days of notification. Failure to comply may result in the rescission of the award.

The Contractor is responsible for assuring that the insurance required certificates remain in full force for the duration of the Contract. Failure to maintain such insurance certificates may result in delays in issuing payment to the Contractor, issuance of a stop work order by the Town, or termination of the Contract for default.

3.7 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of the Services specified in the Contract. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

3.8 SAFETY PRECAUTIONS

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor must comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, NIOSH, EPA, DERM, NFPA the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work. Contractor must comply with the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor must comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

3.9 SUBCONTRACTORS

Contractor will not subcontract any of the Work to be performed under this Contract.

3.10 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract.

All interpretations and recommendations of the Project Manager will be consistent with the intent of the Contract.

The Project Manager will inspect the Work and has the authority to reject Work that does not conform to the Contract.

The Project Manager's authority to act under this paragraph, nor any decision made in good faith either to exercise or not to exercise such authority, will give rise to any duty or responsibility of the Project Manager to the Contractor, any supplier or any of their agents, employees, or any other person performing any of the Work.

3.11 TAXES

Contractor will pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

3.12 CHANGE ORDERS

Without invalidating the Contract and without notice to any Surety (if any), the Town reserves and have the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work under the Contract as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

3.17 FORCE MAJUERE

Should any failure to perform on the part of Contractor be due to a condition of force majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract due to a force majeure condition, the Contractor may request a time extension from the Town within two (2) working days of said force majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required. Do Not Include any acts or omissions of suppliers.

3.18 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the performance of the Work due to the sole and direct neglect or failure of the Town or by a Force Majeure, then the time set forth in the Contract may be extended by the Town subject to the following conditions:

- The cause of the delay could not have been anticipated by the Contractor by reasonable investigation before performing with the Work;
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;

- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

Note: A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves Project Manager the right to rescind or shorten any extension previously granted if subsequently, the determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within three (3) calendar days after the time when the Contractor knows or should have known of any cause for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager may reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Work, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same may have been granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction may be obtained and move to dissolve the same or otherwise, as the Town may deem proper.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Work Plan, as required under Section 4.10, (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, **WILL** not waiver the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

3.19 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor will be entitled only to an extension of time to complete the schedule Work and no compensation for the delay.

Failure of Contractor to comply with the requirements of the Contract, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

3.20 CLAIMS

Any claim must be made by written notice by Contractor to the Town representatives identified in Article 3.3 within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Town Manager or designee allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

3.21 DISPUTES AND MEDIATION

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town must be submitted for resolution in the following manner.

Initial effort(s) must be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3.3, Notices, of the claim or dispute.

The Contractor must submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3.3, Notices. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager, if it chooses to proceed. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor will not be entitled to seek judicial relief unless:

- it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of

(90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or

- Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties will participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

3.22 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and Work will not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Project Manager.

3.23 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract, or any other contract(s) with the Town, with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation of the contract(s).

3.24 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 3.50, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or

designee, the Contractor may have been delayed by such suspension. In the event the Town Manger or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

3.25 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

3.26 CONTRACTOR DEFAULT

a. Event of Default

An event of default will mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, will include but not be limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor ;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- The Contractor has failed to obtain the approval of the Town where required by the Contract;
- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default-Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such

notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

3.27 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Park site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must, Stop all Work on the date specified in the notice ("the Effective Date") and;

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
- Take no action that will increase the amounts payable by the Town under the Contract; and take reasonable measures to mitigate the Town's liability under the Contract; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as

substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

3.28 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

The Town may avail itself of each and every remedy stated in the Contract or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

3.29 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

3.30 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor must not unlawfully discriminate against any person, and must provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor must comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

3.31 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

3.32 THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

3.33 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

3.34 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract is substantial and important to the formation of the Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract will not be deemed a waiver of such provision or modification of the Contract. A waiver of any breach of a provision of the Contract will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract.

3.35 DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor must diligently render to the Town any and all assistance which the Town may require of the Contractor.

3.36 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of Town funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

3.37 ACCESS TO AND REVIEW OF RECORDS

Town has the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town has the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all records associated with this Contract for a period of five (5) years from the date of termination.

3.38 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

3.39 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

3.40 CONTRACT EXTENSION

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the Contract term. In such event, the Town will notify the Contractor in writing of such extensions.

3.41 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

3.42 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

3.43 SEVERABILITY

In the event any provision of the Contract is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision will be made within seven (7) calendar days after the finding by the Court becomes final.

3.44 CONTRACT CONTAINS ALL TERMS

The Contract and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3.45 ENTIRE AGREEMENT

The Contract, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract will not be deemed to be a waiver of any other breach of any provision of the Contract.

SECTION 4
SPECIAL TERMS AND CONDITIONS

4.1 TIME FOR PERFORMANCE OF THE WORK

Delivery of the bus shelters must be made no later than ninety (90) Days after the issuance of the Notice To Proceed.

4.2 PAYMENTS AND INVOICES

Contractor will provide the Town with one invoice upon completion and acceptance of the Work. Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts. Unless otherwise approved in writing in advance the Contractor must use the invoice form provided by the Town. The Town will take action to pay, reject or make partial payment on the invoice in accordance with the Florida Local Government Prompt Payment Act. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Additional Work , if any
- Unit prices of Work performed, if applicable
- Quantities of Work Performed, if applicable
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts

No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

4.3 SUBSTITUTIONS

If Contractor wishes to furnish a substitute to be approved in lieu of the specified Shelter as an "or equal" or "substitute" bus shelter the Contractor must submit with its Bid Submittal a request for Substitution for review and acceptance. Using the name of a proprietary item or the name of a particular supplier is intended to establish the type, function, quality and the look required.

Contractor must certify that the proposed substitute shall equally perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application must demonstrate that the proposed shelter will have the same appearance as the specified Shelter so that it is consistent with the Town's existing bus shelters.

The application must state that the evaluation and acceptance of the proposed substitute will not impact the Contractor's ability to meet the specified delivery timeframe.

All variations of the proposed substitute from that specified will be identified in the application including, but not limited to, any differences in material, fabrication, or installation. The Project Manager may require the Contractor to furnish at Contractor's expense additional data about the proposed Substitution.

The Town will be the sole judges of the acceptability of any Substitution. If the Town and the Project Manager rejects the proposed substitute the Bidder's Bid Submittal will be deemed to be non-responsive.

The Contractor shall maintain sole liability and responsibility for ensuring that any approved substitutions and any required design of such are in full compliance with and meet all the requirements of the Contracts.

SECTION 5

SCOPE OF WORK

5.1 SCOPE OF WORK

Contractor shall provide all equipment, materials, tools, and labor for the purchase and delivery of up to nine (9) bus shelters ("Shelters").

All Shelters shall be "Lancaster" # 8002HR/Series, as manufactured by the Columbia Equipment Company, Inc., Jamaica, New York or approved equal/substitution meeting the requirements of the South Florida Building Code and the Town.

The Contractor is to deliver the Shelters to Miami Lakes Optimist Park ("MLOP"), located at 6411 NW 162nd Street, Miami Lakes, Florida. Contractor shall notify the Project Manager at least twenty-four (24) hours prior to delivery. Delivery shall be F.O.B. delivered and the Contractor assumes all liability for the Shelters until they are delivered and off-loaded and stored at MLOP.

5.2 SPECIFICATIONS

5.2.1 General:

Dimensions must be: 12' minimum overall length, by 6' minimum overall width (outside of fascia to outside of fascia), by 8'- 0" high to underside of fascia. Shelters must be non-cantilevered. Shelters must be open in front. Shelters must include an integrated (wall mounted) bench seat and backrest.

5.2.2 Standards:

Based on the concrete slab information provided, the Contractor must confirm that all shelters meet the requirements of the Florida Building Code. The Contractor must provide structural calculations signed and sealed by a Professional Engineer licenses in the state of Florida confirming compliance. All aluminums must conform to the standards of the Aluminum Association, 750 3rd Avenue, New York, New York. Standards complied with in the design and construction of Columbia Shelters include ATSC, Aluminum Association, ASTM, UL, etc., as applicable to the aluminum, steel, plastics and other parts. Shelter construction must conform to construction standards of ASCE and South Florida Building Code.

5.2.3 Materials:

All structural frame and window frame members must be extruded aluminum of 6061-T6 or 6063-T52 (for duranodic) alloy. Structural framing must be one-piece seamless 2½" x 2½" hollow aluminum tubes .125" minimum thickness. Snap-Together or two piece channels will not be accepted. Mullions must be one-piece seamless 1-1/12" x 2½" x .125" members. Window frames must be separate extruded aluminum members with integral self-alignment lips and corner key slots. Frameless glazing in recessed pockets will not be accepted. Snap-on-glazing stops or storefront glazing details will not be accepted. Facias must be one-piece seamless extruded aluminum sections of .125" thicknesses with integral gutter, raindrip molding, weep holes - cantilevered beyond face of glazing panels below double corner key slots and alignment lip. Shelters must be prefabricated in four or five sections, completely glazed (so that total erection time at site requires only about 1 to 2 hours per shelter. Roof assembly includes fascia, FRP structural ceiling panel & hipped roof material in 1-piece with facias and caulked and gasketed before shipping. All joints shall be neat and clean and all edges shall be free of burrs.

5.2.4 Structural Framing

All framing, both vertical and horizontal, must be the same size and meet the South Florida Building Code requirements. Minimum size must be 2-1/12"x 2 1/2" x 1/8" structural tubes. Connections must be concealed. Connections must be by means of 3/4" thick minimum extruded aluminum channels, 2 3/4" x 2 3/4" x 2 3/4" high with tapered edges, or 1 3/4" x 2 3/4" x 2 3/4" high with tapered edges. Each main structural joint must be fastened with two high strength stainless steel bolts of 3/4" each joint. Self-tapping connectors will not be accepted. Base connections must be designed to accept both internal and external base flanges. Where external flanges are used, they must have the same anodized or duranodic finish as Shelter. Painted flanges will not be acceptable with anodized or duranodic finished shelters. Shelter posts must contain internal drainage weep holes to prevent condensation build-up.

5.2.5 Window Framing

Windows must be factory installed in window frame which shall be factory installed into the separate structural frame. Window frames must have mitered corners and must be connected internally by extruded aluminum corner keys or screw bosses with concealed stainless steel screws for positive tamper-proof fastening. Window frames must be affixed to shelter frame with 3/16" shallow head aluminum rivets, at approximately 13 3/4" O.C. Rivets must be on "inside of shelter". Outside rivets will not be acceptable. Rivets shall grip both surfaces being joined continually for a full 360 degrees. Rivets fastened into "slots" will not be permitted. Window frames must be independent so that windows with gasketing (mounted in frames) can be removed or installed as a complete unit without affecting any other member of the Shelters. Pin tube, snap-on or screw-on glazing beads are not acceptable. Where polycarbonate windows are used, especially deep frames with 3/4" to 3/4" edge engagement shall be used to prevent windows from being "popped out". In this case especially deep continuous PVC dry set splines shall be used for gasketing. Design of window framing shall be such that only authorized personnel may remove window units.

5.2.6 Glazing

All glazing must be 3/4" bronze tinted tempered safety glass. Gasketing around windows shall be continuous specially extruded polyvinyl chloride PVC dry set splines. Glazing shall be fully gasketed and framed in independent, interchangeable factory assembled units for ease of maintenance and repair. Maximum glazing panel widths shall be approved by owner prior to fabrication.

5.2.7 Roof

Roof must be hipped shape with minimum 6/12" pitch framed with 2"x 2" x .125" extrude aluminum angles mechanically fastened with stainless steel machine screws and sheathed with 3/4" exterior plywood, 15lb roofing felt, and exterior "skin" of .030 minimum pre-painted in standard ATAS or PAC clad colors. The exterior sheathing (skin) must be aluminum or steel profiled roof sheathing with "standing seams". Roof must have a structural ceiling of one-piece 5/8" FRP sandwich panel with integral gutter, drip molding and double corner key slots. There must be no exposed fasteners on outside fascia members. Roof must be factory caulked and gasketed and shipped in a one-piece assembly for ease of handling fast on-site installation

5.2.8 Roof/Facia

Facia member shall be 6" high minimum. Facias shall be one-piece continuous extruded members with mitered corners: connection in facias must be with two (2) aluminum angle corner keys and four (4) threaded stainless steel allen-head set screws at each corner. Facia members must have not exposed fastenings of any sort. Joints must be mechanically fastened, not welded, to facilitate future maintenance. Facia members must have integral self-alignment lips for perfect alignment. Weep holes in facia must be located on a custom basis to prevent drainage from crossing through Shelter on sidewalk. Drainage must take place through cantilevered weep holes to an external reveal inside the facia but outside the facia shall be rounded. Roof assembly must be attached to roof beams with ¼" minimum diameter stainless steel gaskated roof bolts approximately 13" o.c.

5.2.9 Grillework

All window panels must have decorative grillework of 1" x 1" x .125" aluminum tube grill panels—as per elevation view drawings. Each grille must be independent and removable in one-piece assemblies and attached to shelter framing with flat head stainless steel tamper-proof screws. Grilles shall not be welded but mechanically fastened with hidden clips and finished to match shelter finish.

5.2.10 Benches

All shelters must be equipped with an integrated (wall mounted) bench. The bench must include a seat and backrest. Each bus shelter must have a bench that allows for wheelchair access and meets ADA standards. Therefore, the bench and back rest will be part length. The benches must be made of aluminum and must be of the same color as the overall bus shelter.

5.2.11 Graphics

Each bus shelter must have a Town logo added to the sides of the roof facia members. The Town logo must be in full color and must be installed on an aluminum finial. The logos must be permanently attached to the aluminum finial. The aluminum finial must be permanently attached to the bus shelter. The logos must be 12" tall. Four (4) samples of the logo attached to the aluminum finial must be provided to the Town for approval prior to the fabrication of the remaining logo graphic features. A picture of the Town's logo has been provided as part of the ITB. Final details of the logo shall be coordinated between the Project Manager and the Contractor.

5.2.12 Additional Detail

Design of shelter must be such that the structure is stable with all windows, roof, facia, and ground fastening removed. Shelters must be designed by Licensed Professional Architect and engineered by Licensed Professional Engineer. Shelter must be vandal-resistant, maintenance free, and completely weather-proof. The design must permit integration of light fixture, bench, transit map and schedule panels, graphic treatment and other integrated street furniture. The color of the entire shelter shall be Forest Green (Tiger Dryalc Corp. RAL #6009).

5.3 TOWN FURNISHED DRAWINGS

Drawing of the Shelters are provided in Exhibit A.

SECTION 6

BID FORM

Bid submittal of Columbia Equipment Co., Inc.
(Name of Bidder)

180-10 93rd Avenue Jamaica, NY 11433
(Address)

Submitted on: June 26th 2014
(Date)

to furnish all Work as stated in the ITB and Contract for the

**Purchase of Bus Shelters
Bid No: 2014-70**

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Town Hall
6601 Main Street
Miami Lakes, Florida 33014

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder had determined based on its business and profession expertise that the Work can be performed and completed in accordance with the Contract.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The Bidder also agrees to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid guaranty, if required, accompanying the Bid will be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond, if required by the Contract, or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in figures will govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price will prevail over the extended value.

Item	Unit Cost	Quantity	Extended Price
Bus Shelter	\$15,680.00	9	\$141,120.00

Firm's Name: Columbia Equipment Co., Inc.

Name: Arthur M Cohen
(print name of individual signing)

Title: President

Signature: 

Company Profile and Declaration


Project Name: Purchase of Bus Shelters

Bid Number 2014-70

Submitted By: Columbia Equipment Co., Inc.
(Bidder's Firm's Legal Name)

N/A
(Bidder's D/B/A Name, if used for this Contract)

Arthur M Cohen, President
(Name and Title of Officer Signing the Submittal for the Bidder)


(Signature of Officer)

N/A
(Contact Name, if different from Officer)

180-10 93rd Avenue
(Street Address)

Jamaica, NY 11433
(City/State/Zip Code)

14-1499189
FEIN/EIN/SSN as applicable

05-185-9338
Dun & Bradstreet Number (if available)

shelterpr@columbiaequipment.com 718-658-5900
(Email Address) (Phone Number)

Declaration

I, Arthur M Cohen, hereby declare that I am the
(Print Name)

President of Columbia Equipment Co., Inc.
(Title) (Name of Company)

the ("Bidder") submitting the Bid Submittal, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above named company; all information in this Company Profile and Declaration and information and documents submitted in response to this ITB are, to the best of my knowledge, true, accurate, and complete as of the submission date.

The Respondent further certifies as follows:

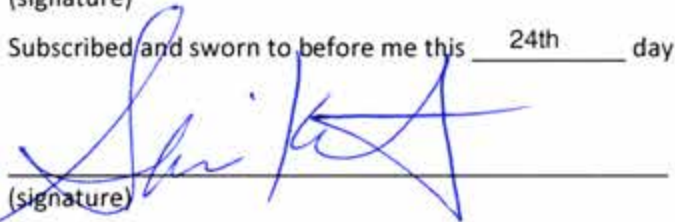
1. This Company Profile and Declaration is submitted as part of the Bidder's Submittal in response to the ITB issued by the Town of Miami Lakes with respect to ITB Number 2014-70.
2. Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Bidder's Bid Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the ITB.
3. The Bid Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Bid Submittals are due to the Town, to allow for evaluation, selection, and any unforeseen delays, and Bidder acknowledges that if its Bid Submittal is accepted, Bidder is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms.
4. Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB.
5. Bidder is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices
6. All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons identify in this ITB to independently verify the information provided in the Bid Submittal.
7. Submission of a Bid Submittal indicates the Bidder's acceptance of the evaluation criteria and technique and the Bidder's recognition that some subjective judgments may be made by the Town as part of the evaluation process.
8. No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB.
9. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Bidder's Bid Submittal.
10. Bidder has had no contact with Town personnel regarding the ITB, the Project or evaluation of Submittals in response to this ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.
11. The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Bid Submittal, either directly or indirectly, to any other Bidder or competitor.
12. Bidder has fully reviewed the ITB.
13. Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

14. Bidder has visited the site where the work is to be performed and is familiar with the conditions under which the work will be performed and that the Bidder has fully reviewed the Scope of Work and any drawing/plans and specifications and is fully familiar with the work to be performed. The failure to become fully familiar with the site conditions and drawings shall not form the basis for any request for additional compensation or completion of Project in compliance with the ITB documents.

This declaration was executed in Queens County, State of New York on June 26th, 2014.


(signature)

Subscribed and sworn to before me this 24th day of June, 2014.


(signature)

SHARI KATZ
Notary Public, State of New York
No. 01KA6098107
Qualified in Queens County
Commission Expires September 2, 2015

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Columbia Equipment Co., Inc. _____, a corporation organized and existing under the laws of the State of New York, held on the 5 day of January, 1973, a resolution was duly passed and adopted authorizing (Name) Arthur M Cohen as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, will be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of June, 2014.

Secretary: Carol DeMaglie
Print: Carol DeMaglie

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, will be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____
Print: _____

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____ Print: _____

NOTARIZATION

STATE OF New York)

COUNTY OF Queens) SS:

The foregoing instrument was acknowledged before me this 26th day of June, 20 14, by Arthur M Cohen, who is personally known to me or who has produced _____ as identification and who (did / ~~did~~ ~~not~~ take an oath.

[Handwritten Signature]

SIGNATURE OF NOTARY PUBLIC
STATE OF ~~NORIX~~ NEW YORK

Shari Katz

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

SHARI KATZ
Notary Public, State of New York
No. 01KA6098107
Qualified in Queens County
Commission Expires September 2, 2015

ANTI-KICKBACK AFFIDAVIT

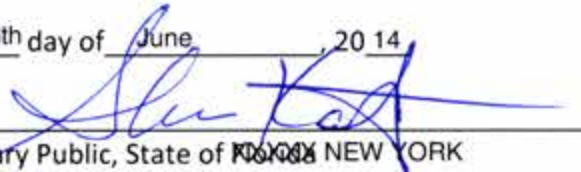
STATE OF ~~FLORIDA~~ }
New York }
COUNTY OF ~~MAYNARD~~ } SS:
Queens }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Title: President

Sworn and subscribed before this

26th day of June, 2014

Notary Public, State of ~~FLORIDA~~ NEW YORK

Shari Katz
(Printed Name)

My commission expires: 9/2/15

SHARI KATZ
Notary Public, State of New York
No. 01KA6098107
Qualified in Queens County
Commission Expires September 2, 2015

NON-COLLUSIVE AFFIDAVIT

State of New York }
 } SS:
County of Queens }

Arthur M Cohen being first duly sworn, deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Columbia Equipment Co., Inc., the Bidder or Proposer that has submitted the attached Bid/Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;
- c) Such Bid/Proposal is genuine and is not collusive or a sham Bid/Proposal;
- d) Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, Proposer, firm, or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid/Proposal or of any other Bidder or Proposer, or to fix any overhead, profit, or cost elements of the Bid/Proposal price or the Bid/Proposal price of any other Bidder or Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any other of its agents, representatives, **owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered in the presence of:

Carol De Maglie
Witness

Adeela Khan
Witness

By: *Arthur M Cohen*

Arthur M Cohen
(Printed Name)

President
(Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

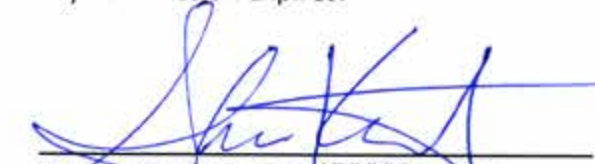
ACKNOWLEDGMENT

State of New York)
) SS:
County of Queens)

BEFORE ME, the undersigned authority, personally appeared Arthur M Cohen to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ he _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 26th day of June, 2014.

My Commission Expires: 9/2/15



Notary Public State of ~~Florida~~ at Large
NEW YORK

SHARI KATZ
Notary Public, State of New York
No. 01KA6098107
Qualified in Queens County
Commission Expires September 2, 2015

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Miami Lakes

by Arthur M Cohen, President
[print individual's name and title]

for Columbia Equipment Co., Inc.
[print name of entity submitting sworn statement]

whose business address is

180-10 93rd Avenue

Jamaica, NY 11433

and (if applicable) its Federal Employer Identification Number (FEIN) is 14-1499189

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

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

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of 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 the management of an entity.

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND 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 of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 26th day of June, 2014.

Personally known Arthur M Cohen

OR produced identification _____ Notary Public – State of New York

(type of identification)

My commission expires 9/2/15

Shari Katz


(Printed, typed or stamped commissioned name notary public)

END OF SECTION

SHARI KATZ
Notary Public, State of **New York**
No. 01KA6098107
Qualified in Queens County
Commission Expires September 2, 2015

CONFLICT OF INTEREST AFFIDAVIT

State of New York }
 } SS:
County of Queens }

Arthur M Cohen being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Columbia Equipment Co., Inc. the Bidder/Proposer that has submitted the attached Bid/Proposal and certifies the following;

Bidder/Proposer certifies by submitting its Bid/Proposal that no elected official, committee member, or employee of the Town has or will have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder/Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder/Proposer. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder/Proposer recognizes that with respect to this solicitation, if any Bidder/Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder/Proposer further certifies that the price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Carol De Maglie
Witness

By: Arthur M Cohen

Delores Khan
Witness

Arthur M Cohen
(Printed Name)
President
(Title)

Form COI

BEFORE ME, the undersigned authority, personally appeared Arthur M Cohen to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that He executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 26th day of June, 2014.

My Commission Expires: 9/2/15


Notary Public State of ~~NY~~ at Large
Form CO1 NEW YORK

SHARI KATZ
Notary Public, State of New York
No. 01KA6098107
Qualified in Queens County
Commission Expires September 2, 2015

SECTION 8
CONTRACT EXECUTION FORM

This Contract **2014-70** made this 9th ~~28th~~ day of June ~~July~~ in the year **2014** in the amount of \$141,120.00 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Columbia Equipment Company, Inc.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: 
Manjorie Tejada, Town Clerk

By: 
Alex Rey, Town Manager


By: 
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

Columbia Equipment Company, Inc.

By: Carol De Maglie

By: 
Name: Arthur M Cohen
Title: President

(*) In the event that the Contractor is a corporation, an original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf must be attached.

CORPORATE RESOLUTION

WHEREAS, Columbia Equipment Company, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President,
(type title of officer)

Arthur M Cohen, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 26th day of June, 2014.

Carol De Maglie
Corporate Secretary

(Corporate Seal)

Town Logo

