

RESOLUTION NO. 09-748

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE TAKEOVER AGREEMENT BETWEEN LINCOLN GENERAL INSURANCE COMPANY AND THE TOWN OF MIAMI LAKES FOR THE MIAMI LAKES PARK GRANT IMPROVEMENTS CONTRACT WITH DEVELOPMENT AND COMMUNICATION GROUP OF FLORIDA, INC.; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE TAKEOVER AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER AND/OR HIS DESIGNEE TO EXECUTE THE TAKEOVER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 22, 2006, the Town issued an Advertisement for Bids (the “Bid”) entitled “Miami Lakes Park Grant Improvements” to provide park improvements at Miami Lakes Optimist Park (the “Project”) funded partially by a Florida Recreational Development Assistance Grant and a Florida Land and Water Conservation Fund Grant (collectively the “Grants”), including a bike trail, exercise path, picnic facilities, restroom renovation, landscaping and lighting (the “Improvements”); and

WHEREAS, on January 9, 2007 pursuant to Resolution No. 07-487, the Town approved the selection of Development and Communication Group of Florida, Inc. (“DCG”) and the Agreement with DCG for construction of the Improvements (the “Agreement”); and

WHEREAS, DCG defaulted under the terms and conditions of the Agreement necessitating the calling of the Performance Bond and the Payment Bond required under the Agreement (the “Bonds”); and

WHEREAS, Lincoln General Insurance Company is the surety under the Bonds and is willing to takeover and complete the Agreement in the place and stead of DCG pursuant to the

terms and conditions of the Bonds and in accordance with the terms and conditions of a Takeover Agreement to be entered into by and between the Surety and the Town (the “Takeover Agreement”); and

WHEREAS, the Town Council finds that approval of the Takeover Agreement between the Surety and the Town is in the best interest of the Town.

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

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of the Takeover Agreement. The Takeover Agreement between the Surety and the Town of Miami Lakes for completion of the Agreement for Improvements to Miami Lakes Optimist Park, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Takeover Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town’s Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Takeover Agreement.

Section 5. Execution of the Takeover Agreement. The Town Manager, and/or

his designee, is authorized to execute the Takeover Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Takeover Agreement or necessary for completion of the Project, and to execute any extensions and/or amendments to the Takeover Agreement, all subject to the approval as to form and legality by the Town Attorney.

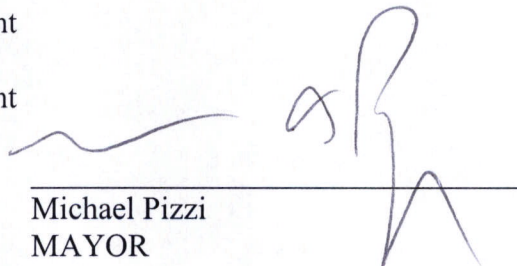
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 29 day of June, 2009.

Motion to adopt by Councilmember Mary Collins, second by Councilmember George Lopez.

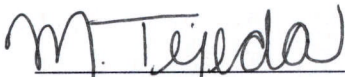
FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	yes
Vice Mayor Richard Pulido	absent
Councilmember Mary Collins	yes
Councilmember George Lopez	yes
Councilmember Robert Meador II	absent
Councilmember Nick Perdomo	yes
Councilmember Nancy Simon	absent



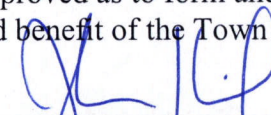
Michael Pizzi
MAYOR

ATTEST:



Marjorie Tejeda
DEPUTY TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.
TOWN ATTORNEY

TAKEOVER AGREEMENT

This Takeover Agreement ("Agreement"), effective this ___ day of June 2009, is between LINCOLN GENERAL INSURANCE COMPANY (the "Surety") and THE TOWN OF MIAMI LAKES, FLORIDA (the "Owner").

RECITALS

WHEREAS, on or about April 2, 2007, the Owner entered into an Agreement/Contract (the "Contract") with DEVELOPMENT AND COMMUNICATION GROUP OF FLORIDA, INC. (the "Principal") for the construction of certain grant improvements within the Town of Miami Lakes, Florida, including the installation of shade shelters, limerock base, asphalt, landscaping, irrigation and lighting (the "Project");

WHEREAS, as required by the Contract, on January 19, 2007, the Surety issued performance bond number 23611 (the "Performance Bond") naming Development and Communication Group of Florida, Inc. as Principal and the Owner as Obligee;

WHEREAS, the Performance Bond has a penal limitation of Three Hundred Ninety-Two Thousand, Two Hundred Sixty-Five and 00/100 Dollars (\$392,265.00);

WHEREAS, on May 20, 2009, the Owner notified the Principal, with a copy to the Surety, that the Principal failed to complete the work as required by the Contract and of the Principal's alleged defaults under the Contract, including its failure to pay subcontractors; failure to timely perform; abandonment of the work; and failure to obtain all permits as required under the Contract (the "Notice");

WHEREAS, the Surety accepted the Owner's Notice as its request that the Surety perform the Principal's obligations under the Contract as required by the Performance Bond provided that the Owner releases the remaining Contract balance (as hereinafter defined) in accord with the terms of this Agreement.

WHEREAS, as of the date of the Owner's Notice, work remained to be performed under the Contract by Principal (hereinafter defined as the "Remaining Work"); and

WHEREAS, Surety has agreed to complete the Remaining Work, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of Surety's agreement to perform the Remaining Work, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement do covenant and agree as follows:

1. Recitals. The above recitals are incorporated herein by reference.

2. Incorporation of the Contract. With the exception of any provisions establishing time of completion, arbitration, alternative dispute resolution, or other clauses relating to the means of dispute resolution, the Contract is incorporated by reference into this Agreement, a copy of which is attached and incorporated hereto as Exhibit A.

3. Remaining Work. The Owner represents and warrants that the document entitled "Scope of Work" attached hereto and incorporated herein by reference as Exhibit B accurately reflects the Remaining Work to be completed under the Contract for all purposes, including, without limitation, Substantial Completion, Final Completion, and Grant Compliance as defined in paragraph 6.3 of the Contract. The Owner agrees to unconditionally accept the completion of the Remaining Work as the Surety's performance under the Contract thereby satisfying the Surety's obligations under the Performance Bond, excepting any warranty obligations of the Contract, which shall not be extended or modified by this Agreement.

At the Surety's sole option, the Surety may require the Completing Contractor (as hereinafter defined), in addition to its warranty obligations for the Remaining Work, to assume all Contract warranty obligations of the Principal. In this event, the Surety shall require the Completing Contractor to furnish a performance bond for the full penal limit of the Completion Contract naming the Surety and Owner as dual

obligees. In such event, Owner agrees to accept the performance bond furnished by the Completing Contractor as the primary performance bond pertaining to the warranty obligations under the Contract, the Remaining Work, and all other warranty obligations herein, and shall not call upon or attempt to call upon Surety with regard to the Performance Bond, as reduced in its penal limit, pertaining to the Contract, Remaining Work, or any warranty obligations herein except in the event that:

- i. Completing Contractor fails to cure any warranty obligation within the time period set forth in the Completion Contract; and
- ii. as a result of such failure to cure, Owner calls upon the Completing Contractor's performance bond surety and the entire penal limit of the Completing Contractor's performance bond are exhausted or its performance bond surety refuses to perform within the time period set forth in the Completion Contract.

The parties agree that the Performance Bond's penal limit shall be reduced to the extent the Completing Contractor's performance bond is reduced and/or exhausted.

4. The Current Contract Balance. The Owner represents and warrants that as of the date of this Agreement, the initial Contract amount of \$392,265.00 has been reduced by quantity adjustments totaling \$9,842.36, for a revised Contract amount of \$382,422.64. Other than as set forth herein, the Owner

represents and warrants that the initial Contract amount has not been increased by change orders or Allowances, or decreased by backcharges. The Owner represents and warrants that a balance of \$91,087.54 (the "Contract Balance") remains to be paid by the Owner under the Contract. The Contract Balance may be increased by the value of any proposed change orders and/or Allowances subsequently approved by the Owner in accordance with Contract requirements. The Owner agrees that the Contract Balance is dedicated to and will be applied to the completion of the Remaining Work pursuant to this Agreement.

5. Percentage of Completion and Prior Payments. The Owner represents and warrants that, as of the date of this Agreement, it has paid the Principal \$291,335.10 through Payment Requisition No. 6 under the Contract. Upon execution of this Agreement, the Owner shall pay the Surety \$54,552.26, which represents \$14,692.50 already approved to be paid under Pay Requisition No. 7, and \$39,859.76 in accrued retainage, leaving a remaining Contract Balance of \$36,535.28 to be paid to the Surety in accordance with the Contract. Except as expressly modified herein, Progress Payments, Allowances payments, and Final Payment, including the payment of all remaining accrued retainage, shall be made in accordance with the terms and conditions of the Contract and this Agreement.

6. Liens and Assignments Against Contract Funds. The Owner represents and warrants that as of the date of this Agreement, all claim notices,

assignments, or encumbrances against the Project or the Contract Balance in the Owner's possession have been provided to the Surety in connection with the Contract. Should the Owner become aware of any further notices or claims, it shall immediately advise the Surety in writing.

7. Surety to Perform Remaining Work and Other Contract Requirements.

The Surety shall be responsible for the completion of the Remaining Work through one or more completing contractors (the "Completing Contractor"), which it shall engage.

8. Owner's Obligations Under the Contract. Except to the extent provided in this Agreement, the Owner shall have all rights, obligations and responsibilities under the Contract with respect to the Surety, to the same extent and effect as if the Surety had executed the Contract initially instead of the Principal and the Principal had not defaulted.

10. Schedule for Completion of Remaining Work and New Completion Date. Contract time for the completion of the Remaining Work on the Project is hereby extended through September 21, 2009. The parties agree that time is of the essence with regard to the foregoing date. Surety's completion obligations as set forth herein are subject to the Liquidated Damages provision as set forth in Section 2.3 of the Contract. However, neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of

money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, natural disasters (earthquakes, hurricanes, floods), wars, riots or other major upheaval. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

11. Completing Contractor. The Completing Contractor shall be a subcontractor to the Surety, and no contractual relationship shall exist between the Owner and the Completing Contractor. The Completing Contractor shall provide all insurance required by the Owner. The Completing Contractor shall be a licensed and bonded contractor capable and willing to complete the Remaining Work on the Project in accordance with Section 10 above and the Contract (except as specifically modified herein) and all other applicable requirements of this Agreement that pertain to Completing Contractor's work. The Surety reserves the right to terminate its Contract with the Completing Contractor at any time, upon prior written notice to Owner. In such event, Surety shall still be obligated to meet its obligations herein. Routine day-to-day operations and decisions as to the manner of performance of the Remaining Work shall be made by the Completing Contractor, but the Completing Contractor has no authority to: (i) agree to any changes in the Contract or Remaining Work; (ii) agree to any Change Orders; (iii)

agree to any backcharges or deductions of any nature; (iv) agree to any schedule changes; (v) agree to any adjustments in the Contract amount; or (vi) agree to perform warranty work of the Principal or corrective work as a result of any defect(s) in the work performed by the Principal. All communications by the Owner or its representatives concerning matters of contract administration (i.e., contractual or other notices required by law, payments, Change Orders, extensions of time, delays, claims, requests for information, among other matters) shall be communicated to the Surety or its designated consultant and addressed promptly.

12. Payments to Surety, Release of Bond upon Exhaustion of Performance Bond's Penal Amount, and Assignment of Completion Contract.

Except as modified herein, the Owner shall pay the Contract Balance to the Surety as it completes the Remaining Work in accordance with the Contract. The Surety agrees to expend its own funds as may, from time to time, be necessary to pay for completion of the Remaining Work; provided, however, that the Surety's performance obligation, over and above the amount to be paid by the Owner and received by the Surety under this Agreement, shall, in no event, exceed, and it is hereby expressly limited to, the expenditure of the penal amount of the Performance Bond (\$392,265.00), as reduced by all amounts expended by the Surety to complete the Remaining Work, including, without limitation, amounts paid to consultants and Completing Contractor. For each dollar the Surety so

expends, it shall receive a corresponding dollar for dollar reduction in the penal amount of the Performance Bond. If, out of its own funds, the Surety either expends, or is committed to expend, the full penal amount of the Performance Bond for any one or more of the following: (i) for work completed under the Contract; (ii) for work in progress under the Contract; or (iii) for all damages and settlements arising from claims under the Performance Bond, then the Surety shall have no further obligation of any description to Owner arising out of, or in connection with, the Performance Bond, and the Surety's completion of the Remaining Work and other Contract requirements subsequent to such expenditure, at the Surety's option, shall cease. The Owner will remain obligated to pay the Surety all outstanding amounts due under the Contract or this Agreement, for work performed and retainage, notwithstanding the Surety ceasing work.

Nothing in this Agreement constitutes a waiver of the Performance Bond's penal amount or an increase in the Surety's liability under the Performance Bond and the parties specifically agree that under no circumstances shall the Surety's liability exceed \$392,265.00, the penal sum of the Performance Bond. Following the Surety's notice of its intention to cease work, and at the Surety's sole option, the Surety may assign its contract with the Completing Contractor to the Owner, which assignment the Owner may, but shall not be required to, accept. Upon the Owner's receipt of that assignment, the Owner may assume all of the Surety's

rights and obligations, against and to the Completing Contractor. The Surety's assignment to the Owner of its contract with the Completing Contractor shall constitute a novation whereby the Completing Contractor, and its surety, if any, are substituted for the Surety.

13. Payment Requisitions. The Surety, through its Completing Contractor, shall submit to the Owner all information or documentation as required under the Contract. Because the Surety will be completing the Remaining Work through the services of a Completing Contractor, the Owner shall, without recourse against the Surety, accept the Completing Contractor's representations and certifications regarding all aspects of the work, progress of the work, quality of the work, conformance of the work to the requirements of the Contract, payments to others, warranty and maintenance of the work, and all other matters pertinent to the Contract.

14. No Offsets Against Payments to Surety. All payments due, and to become due, pursuant to the Contract and this Agreement, including, without limitation, Progress Payments, Allowance payments, payments for extra work or additional work orders, retainage, and Final Payment, shall be made by the Owner to the Surety in accordance with the terms of the Contract unconditionally and without offset. Further, the Owner shall not withhold payments to Surety based on a prior failure of the Principal to provide Owner with any certificates or

representations required under the Contract. All payments shall be made directly to the Surety by check payable to the Surety. Other than as set forth herein, the Owner does hereby expressly waive against the Surety any and all claims of whatsoever nature or kind, whether known or unknown, for any and all consequential, indirect, liquidated, actual delay, or related damages that the Owner has or may have by virtue of the Principal's or the Surety's alleged default(s) or breaches under the terms of the Contract or the Performance Bond.

15. Satisfaction of Surety's Performance Obligation. The acceptance of the Remaining Work under the Contract by the Owner or the expenditure by the Surety of the Performance Bond penal amount, or the Surety's assignment of the Completing Contractor's contract in accordance with the terms set forth in this Agreement, whichever comes first, shall satisfy the Surety's performance obligations under the Contract, the Performance Bond and this Agreement. The Owner represents that to the best of Owners knowledge, the Principal would have been required to complete all of its obligations under the Contract had it not been in default.

16. Notices. All notices and correspondence to the Owner shall be mailed by certified mail, return receipt requested, with a copy by facsimile, to:

For the Owner: Frank Bocanegra, Town Manager
Town of Miami Lakes
15700 NW 67th Ave, Suite 302
Miami Lakes, FL 33014
Facsimile: 305-558-8511

With a copy to: Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
Nina L. Boniske, Esq., Town Attorney
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Facsimile: 305-854-2323

All notices and correspondence to the Surety shall be mailed by certified mail, return receipt requested, with a copy by facsimile, to:

John Northrop
Lincoln General Insurance Company, Suite 155
4902 Eisenhower Boulevard
Tampa, Florida 33634
813-888-8258 – facsimile

With a copy to:

Ty G. Thompson, Esq.
Mills Paskert Divers
100 North Tampa Street, Suite 2010
Tampa, Florida 33602
813-229-3502 – facsimile

17. No Third-Party Rights. Nothing in this Agreement shall be deemed to create any rights in favor of, or to inure to the benefit of, any third party or parties, or to waive or release any defense or limitation against third party claims, other than as specifically set forth herein.

18. All Claims Referred to the Surety. The Owner recognizes that the Surety may be liable to the Principal's unpaid suppliers and subcontractors. The Owner agrees to make no representations or promises of payment to these suppliers and subcontractors and to refer all inquiries to the Surety.

19. Surety's Performance Rights Confirmed. Nothing shall limit the Surety's rights as a completing surety under the Contract and applicable law except as set forth herein. Owner hereby recognizes those rights, including the right of equitable subrogation, which affords to the Surety all rights and remedies of the Owner against the Principal. Further, except as otherwise set forth herein, both parties also recognize the rights, if any, of the other to additional compensation or damages for claims or matters arising after the date of this Agreement. The Owner expressly agrees and acknowledges that the Surety is entering into this Agreement not as a contractor, but as a means of satisfying the Performance Bond obligations and hereby forever releases and discharges any and all claims that the Surety is an unlicensed contractor.

20. Owner's Rights Confirmed. Nothing herein shall limit the Owner's rights under the Contract and applicable law except as set forth herein. The Surety expressly agrees and acknowledges that the Surety is entering into this Agreement not as a contractor, but as a means of satisfying the Performance Bond obligations,

and Surety represents that Completing Contractor shall be a fully-licensed contractor, willing and able to perform the Remaining Work.

21. No Modification Except in Writing. This Agreement cannot be modified except in a writing signed by both the Owner and the Surety.

22. This Agreement Controls. In case of conflict between the provisions of this Agreement and the provisions of the Contract and/or Performance Bond, this Agreement shall control.

23. Governing Law/Dispute Resolution. This Agreement and the performance under this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Florida. The Surety and the Owner agree that any dispute arising out of, or related to this Agreement, may be resolved by litigation. The sole and exclusive venue for that litigation or any suit, action or proceeding arising from or related to this Agreement or the Contract is in Miami-Dade County, Florida.

24. No Waiver. The failure of either party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right. Moreover, nothing in this Agreement will be deemed to waive, limit, or release the Surety's or Owner's claims against the Principal and indemnitors. Notwithstanding anything contained herein to the contrary, nothing herein is intended to nor shall it modify, alter, in any way amend,

or supersede the Surety's rights under the terms of the September 8, 2004 General Indemnity Agreement (the "GIA"), and that nothing herein shall be deemed to waive, modify, alter, limit, or in any way amend the Surety's rights against the Principal and indemnitors, or its rights under the GIA, which shall remain in full force and effect.

25. Facsimile/Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed one and the same instrument. In addition, facsimile signatures shall be treated as original signatures.

26. Construction. The Owner and the Surety have been represented by counsel who materially participated in preparing this Agreement. It is understood that the rule of construction that a written agreement is construed against the party drafting or preparing such agreement, shall not apply to the interpretation of this Agreement.

27. No Admission of Liability. This Agreement does not constitute an admission of liability on the part of either party hereto.

28. Survival of Representations. All covenants, warranties, and representations contained in this Agreement, and all documents to be delivered by the parties in connection with the consummation of the transaction contemplated herein, shall survive the consummation of said transaction.

29. Records. All records relating to this Agreement shall be maintained for a period of three (3) years from the date of termination of this Agreement. The Owner shall, during the term of this Agreement and for a period of three (3) years from the date of termination, have access to and the right to examine and audit any records of the Surety pertaining to this Agreement.

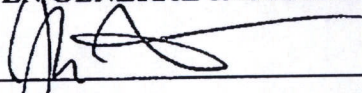
30. Severance. In the event this Agreement or any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

31. Attorneys Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

WHEREFORE, the Surety and the Owner have executed this Agreement by their authorized representatives.

THIS SPACE INTENTIONALLY BLANK. SIGNATURES FOLLOW.

LINCOLN GENERAL INSURANCE COMPANY

By: 

Print Name: John Northrop

Its: Sandy Claim Representative

Date: 6/25/09

Attest:

TOWN OF MIAMI LAKES

By: _____
Marjorie Tejada
Interim Town Clerk

By: _____
Frank Bocanegra
Town Manager

Date: _____

By: _____
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.,
Town Attorney

Exhibit A

The Contract

Executed Documents

***Miami Lakes Park
Grant Improvements***



**The Town of Miami Lakes
Alex Rey, Town Manager
15700 NW 67th Avenue
Miami Lakes, FL 33014**

*Date Issued: November 22, 2006
Closing Date: December 11, 2006*

044533093

**MIAMI LAKES PARK
GRANT IMPROVEMENTS**

**FOR
THE TOWN OF MIAMI LAKES**

CONTRACT DOCUMENTS

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TOWN OF MIAMI LAKES

SECTION 1

ADVERTISEMENT FOR BIDS

The Town of Miami Lakes (the "Town") will be accepting bids for Miami Lakes Park Grant Improvements (the "Project"). Sealed Bids **must** be received by the Town of Miami Lakes at 15700 NW 67th Avenue, Miami Lakes, Florida by 2:00 P.M. on December 11, 2006, at which time bids will be publicly opened and read aloud for the furnishing of all materials, labor, equipment and supplies necessary for:

TOWN OF MIAMI LAKES

MIAMI LAKES PARK GRANT IMPROVEMENTS ("THE PROJECT")

The nature and scope of this Project is:

Provide labor and equipment required to construct grant improvements within the Town of Miami Lakes. Work shall include the installation of shade shelters, limerock base, asphalt, landscaping, bathroom rehabilitation and lighting. Utilization of these services will require close coordination with the Town Engineer.

Bid Documents may be examined during regular business hours at Town Hall, 15700 NW 67th Avenue, Miami Lakes, Florida (305-364-6100) at a cost of \$25. Any further inquiries regarding the Project may be directed to Russell Barnes at Kimley Horn and Associates, Town Engineer, at (954) 535-5100.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the transaction. Procedures regarding the cone of Silence can be found in the Request for Proposal, or Request for Qualifications.

The Town reserves the right to waive any irregularities and to reject any and all bids.

Debra E. Eastman, MMC
Town Clerk

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 2

INSTRUCTIONS TO BIDDERS

1.01. **SEALED PROPOSALS**- Sealed proposals for furnishing all goods and services necessary to complete the Work specified in these documents will be received at:

Date: December 11, 2006

Time: 2:00 P.M.

Place: Town Hall

1.02. **DEFINITION OF TERMS**- Certain terms used in these documents are defined as follows:

Bid\Proposal	The bid documents submitted by the Bidder.
Bidder	Any person, firm or corporation submitting a proposal for the Work covered by these specifications, or his duly authorized representative.
Town	The Town Council of the Town of Miami Lakes or the Town Manager, if applicable.
Contractor	The person, firm or corporation with whom the Town has executed a contract for the Work.
Days	Days shall mean calendar days.
Responsible Bidder	In order to be considered a "responsible" bidder, the Bidder must have adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not defaulted on a prior contract.
Responsive Bidder	Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special

conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.

Work The services required by the Contract Documents, including labor and materials.

Town Engineer The Town's general engineering consultant and project manager for this contract: presently Kimley-Horn and Associates

- 1.03. **DELIVERY OF PROPOSALS**- All Bids, whether mailed or delivered in person, shall be submitted in a **SEALED ENVELOPE** bearing on the outside the name of the Bidder and his address clearly marked:

Miami Lakes Park Grant Improvements

and addressed to:

Town of Miami Lakes
15700 NW 67th Avenue
Miami Lakes, Florida 33014
Attention: Town Clerk

All Bids must be received by the Town no later than 2:00 p.m. on December 11, 2006.

- 1.04. **BID GUARANTY**- A certified or cashiers check drawn on a national or state bank, or bid bond, in a sum of \$20,000.00, shall accompany each Proposal as a guarantee that the Bidder will, if award is made, execute an Agreement to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The bid bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to: The Town of Miami Lakes.
- 1.05. **PROPOSAL FORMS**- The Bidder shall submit an original Proposal. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Proposal shall include: 1) Agreement/Contract, 2) Proposal Form; 3) Certificate or Evidence of Insurance; 4) Bid Guarantee; 5) Qualifications Statement; 6) Sworn Statement on Public Entity Crime Form 7) Addenda acknowledgement, if applicable; 8) Anti-Kickback Affidavit; 9) Non-Collusive Affidavit, and 9) a Corporate Resolution evidencing Authorization to Submit Bid, if applicable.
- 1.06. **SIGNATURE ON PROPOSAL**- The Bidder shall sign the Proposal as follows: If the proposal is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate

officers. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall include in the proposal legal evidence of his/her authority to do so.

1.07. **COST OF PROPOSALS** – All expenses involved with the preparation and submission of Proposals to the Town or any work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Bidder(s) prior to commencement of work as defined by a contract duly approved by the Town Council.

1.08. **QUALIFICATION OF BIDDERS-** Each Bidder shall submit a completed Qualification Statement utilizing the form attached.

1.09. **RIGHT TO REJECT PROPOSALS-** The Town reserves the right to reject any and all Bids, with or without cause, and to waive technical errors and informalities.

1.10. **AWARD OF CONTRACT-**

1.10.1. The Award of the contract will be to the lowest Responsive and Responsible Bidder, whose qualifications indicate the Award will be in the best interest of the Town and whose Proposal complies with the requirements of these specifications. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Town Manager is satisfied that the Bidders are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes. Additional consideration shall be given with regard to previous engagements with the Town, past performance and experience with other contracts, comfort level with the project team and any other criteria deemed relevant by the Town.

1.10.2. If the Town accepts a Bid, the Town will provide a written notice of award to the lowest Responsive and Responsible Bidder, who meets the requirements of Section 1.10.1.

1.10.3. If the successful Bidder to whom a contract is awarded forfeits the Award by failing to meet the conditions of subsection 1.12, the Town may, at the Town's sole option, award the contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the Work.

1.10.4 The Town, at its sole discretion, may consider the lowest bidder as the bidder who has the lowest base bid or the lowest base bid plus alternate bid.

1.11. **RETURN OF THE BID GUARANTY-** All Bid Guarantees of unsuccessful Bidders will be returned after the contracts are awarded and executed.

- 1.12. **EXECUTION OF CONTRACT-** The successful Bidder(s) shall, within ten (10) days of receipt of a written notice of the Award of the contract, deliver to the Town a fully executed contract and all requested certificates of insurance and bonds.
- 1.13. **FAILURE TO EXECUTE THE CONTRACT-** The failure of the successful Bidder(s) to execute a contract and submit required insurance certificates and bonds as specified in subsection 1.12 will result in forfeit of the Award. Each Bidder agrees in advance that the Town will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Bidder will be retained by the Town, not as forfeiture or a penalty, but as liquidated damages.
- 1.14. **TIME AND AWARD-** The Bidder agrees to abide by the unit prices quoted in the Bid for up to 90 days from the date of bid opening to allow for the Town review, award and execute the contract.
- 1.15. **INTERPRETATION AND CLARIFICATION-** All questions about the meaning or intent of the Bid Documents and specifications shall be directed in writing to the Town Manager at 15700 NW 67th Avenue, Miami Lakes, Florida 33014. Interpretation or Clarifications considered necessary by the Town in response to such questions will be issued by means of addenda mailed or delivered to all parties recorded by Town as having received the Bid Documents. Written questions must be received no less than seven (7) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.
- 1.16. **BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the Town.
- 1.17. **WITHDRAWAL OF A BID-** A Bidder may withdraw his Bid at any date and time prior to the time the Bids are scheduled to be opened.
- 1.18. **OPENING OF BIDS-** Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Proposals. Late Bids will not be considered. No responsibility will be attached to any Town Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.
- 1.19. **PUBLIC ENTITY CRIMES ACT-** In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida

Statutes, for Category Two for a period of 36 months form the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

- 1.20. **TOWN LICENSES, PERMITS AND FEES**- In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the contract are as follows:

1) Contractor shall have and maintain during the term of this contract all appropriate Town licenses. Fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.**

2) During the performance of this contract there may be times when the Contractor will be required to obtain a Town permit for such work. It is the responsibility of the Contractor to insure that he has the appropriate Town permits to perform such work as may become necessary during the performance of this contract. Any fees related to Town required permits in connection with this contract will be the responsibility of the Contractor and will be reimbursed by the town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

- 1.21. **INSURANCE**. The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in Articles of the Standard General Conditions of the Construction Contract. The Bidder shall include with his/her Proposal either Certificates of Insurance evidencing same or documentation from his insurer evidencing the insurability of the Bidder to meet the Insurance requirements.
- 1.22. **BONDS**. A Performance Bond for the entire base bid amount shall be required in connection with this contract.
- 1.23. **FAMILIARITY WITH LAWS**- The Bidder is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.
- 1.24. **EXAMINATION OF BIDDER'S FACILITIES** - The Town as part of their evaluation may perform an examination of the Bidder's facilities. The Town Manager or a delegate of his appointment, as part of the evaluation, may perform this examination.

The term facilities as used in this Solicitation shall include, but shall not be limited to, all properties operated by the Bidder, all equipment used in the performance of business by the Bidder, and/or any other evidence, tangible or intangible, that the Town may deem necessary to

substantiate the technical and other qualifications, and the abilities of the Bidder to perform the Services.

The examination shall include, but shall not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles shall be examined for compliance with State of Florida Statutes, as well as applicable County and Town Ordinances. Additionally, examination may include verification of some of the (physical) minimum requirements for Bidders. Additionally, the Town reserves the right to perform such examinations on the Successful Bidder as often as it deems necessary, to ensure proper performance of the proposed Contract.

- 1.25 **ALLOWANCES** – Included in the contract sum is an allowance account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town in accordance with the contract documents.

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS

BOND NO. 23566



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Development and Communication Group of Florida, Inc.

as Principal, hereinafter called the Principal, and Lincoln General Insurance Company

a corporation duly organized under the laws of the State of Pennsylvania

as Surety, hereinafter called the Surety, are held and firmly bound unto The Town of Miami Lakes

as Obligor, hereinafter called the Obligor, in the sum of Twenty Thousand Dollars (\$20,000.00)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Miami Lakes Park Grant Improvements

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

Signed and sealed this 7th day of December 2006

Handwritten signature of David J. De Andr... (Witness)

Development and Communication Group of Florida, Inc. (Seal)

Carlos N. Petersen, President

Handwritten signature of Burton Harris (Witness)

Lincoln General Insurance Company (Seal)

Burton Harris Attorney-in-Fact and Florida Resident Agent #A111883

LINCOLN GENERAL INSURANCE COMPANY

No 23566

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS; That Lincoln General Insurance Company, organized and existing by virtue of the Laws of the Commonwealth of Pennsylvania, does hereby nominate, constitute and appoint:

Burton Harris; Christine Marshall Harris; Marina Mercedes Ramil

Its true and lawful Attorney(s)-in-Fact to sign, seal and execute for and on its behalf, as surety, bonds, undertakings, and other obligatory instruments of similar nature, and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation, and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

RESOLVED that this Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the Board of Directors of Lincoln General Insurance Company on the 4th day of September, 2002.

RESOLVED that the President, an Executive or Senior Vice President, or any Vice President of the Company, together with the Secretary or any Assistant Secretary are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute sign, seal and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER that the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing or photocopying.

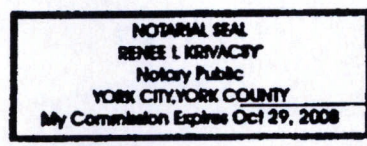
IN WITNESS WHEREOF, Lincoln General Insurance Company has caused its corporate seal to be affixed and these presents to be signed by its duly authorized officers this 15th day of October, 2004.

[Signature]
Secretary

[Signature]
President

On this 15th day of October, 2004, before me personally came John T. Clark, to me known, who being duly sworn, did depose and say: that he is the President of the Corporation described in and which executed the above instrument: that he knows the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order and authority and the same was his free act and deed.

The Commonwealth of Pennsylvania
York County



[Signature]

I, Gary J. Orndorff, Secretary of Lincoln General Insurance Company, a corporation of the Commonwealth of Pennsylvania do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at York, Pennsylvania, this 7th day of December, 2006.

[Signature]
Secretary

TOWN OF MIAMI LAKES

AGREEMENT/CONTRACT

THIS CONTRACT is made this 2 day of APRIL, 2007 by and between the Town of Miami Lakes, Florida (the "Town") and Development and Communication Group of Florida, Inc. (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

SCOPE OF WORK- The Contractor shall Provide labor and equipment required to construct grant improvements within the Town of Miami Lakes. Work shall include the installation of shade shelters, limerock base, asphalt, landscaping, irrigation and lighting. Utilization of these services will require close coordination with the Town Engineer.

1. **COMPENSATION/PAYMENT-**

- 1.1. Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
- 1.2. The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.
- 1.3. The Contractor shall be compensated at the unit prices specified in the attached Proposal/Bid Form based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed \$392,265.00.
- 1.4. The Contractor shall be compensated for approved Allowance Work based upon the Actual Work completed for the month, as specified in Specification 01020, Allowances. The total compensation for Allowances shall not exceed \$10,000.00.

2. **CONTRACT TIME AND PAYMENT-**

- 2.1 This Contract shall be effective upon execution by both parties and shall continue for a term of 180 days. At its sole discretion, the Town shall have an option to renew this Contract upon the same terms and conditions (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination. -

2.2 The Contractor shall initiate work on the Project upon execution of this Agreement. The work shall be substantially complete within 150 calendar days after execution of this agreement, and completed and ready for final payment within 180 calendar days after execution of this document.

2.3. Liquidated Damages. The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 2.2 above, plus any extensions thereof allowed by the Town. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Town if the Work is not substantially or finally complete on time. Contractor acknowledges and agrees that the actual delay damages which the Town will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the Town is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, the Town and Contractor agree, that as liquidated damages for delay (but not as a penalty), Contractor shall pay the Town Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Paragraph 2.2 for completion. Liquidated damages shall be deducted from the Contractor's Final Application for Payment. However, if at the time of the Contractor's Final Application for Payment, Contractor is owed insufficient amounts to fully cover the deduction for liquidated damages, then Contractor shall pay any amount due within 10 days of written demand by the Town.

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

Contract Price \$392,265.00

Contract Price (in words) Three hundred ninety two thousand two hundred sixty five dollars and no cents

2.5 Contractor shall submit Applications for Payment. Applications for Payment will be processed by the Engineer.

2.5.1. Progress Payments. The Town shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or before the 28th day of each month during construction as provided below. The Application for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the requirements of the Contract Documents.

- 2.5.2 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 2.5.3 Upon Substantial Completion, The Town shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price, less such amounts as determined by the Engineer.
- 2.5.4 Final Payment. Upon Final Completion and acceptance of the Work, The Town shall pay the remainder of the Contract Price as recommended by the Engineer.
3. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.
4. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:
- 4.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.
- 4.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
- 4.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed

steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

- 4.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

5. **INDEMNIFICATION-**

- 5.1. The Contractor shall 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 Agreement, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.
- 5.2. This indemnification obligation shall survive the termination of this Agreement.
- 5.3. The Contractor shall defend the Town or provide for such defense, at the Town's option.
- 5.4. The Town has provided specific consideration for the indemnification of \$100.00 from the sums due to the Contractor under this Agreement.
- 5.5. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

6. **CONTRACT DOCUMENTS/CONTRACTOR'S EMPLOYEES -**

- 6.1. Contract Documents - The following documents shall, by this reference, be considered incorporated into and a part of this Agreement:

Instructions to Bidders;

Agreement/Contract;
Proposal/Bid Form;
Cone of Silence;
Addendum Acknowledgement Form;
Anti Kickback Affidavit;
Non-Collusive Affidavit;
Sworn Statement on Public Entity Crimes;
Supplement to Bid/Tender Form;
Performance Bond;
Payment Bond;
Notice of Intent to Award;
Notice to Proceed;
Specifications;
Grant Agreements
Plans

6.2. Contractor's Employees -

- 6.2.1. The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner. Contractor's employees shall be subject to a criminal background check, performed by the Town's police department.
- 6.2.2. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 6.2.3. Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.
- 6.2.4. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 6.2.5. All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

6.3 Grant Compliance

The Contractor acknowledges that the Town is financing the Work through the following attached grant agreements: Florida Recreation Development Assistance Program Grant and Land and Water Conservation Fund Program Assistance Grant (the "Grant Agreements"). The Contractor agrees to abide by any and all applicable conditions in the Grant Agreements.

7. **VEHICLES AND EQUIPMENT**- Contractor shall have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

8. **INSURANCE/BONDS** - The Contractor shall secure and maintain throughout the duration of this Agreement, 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 shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

8.1. **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.

8.2. **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall 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 shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than ~~\$2,000,000.00~~ ^{\$1,000,000.00} per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office. *ERR*

8.3. **Commercial General Liability.** This insurance shall be written in comprehensive form and shall 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 shall not be less than ~~\$2,000,000.00~~ ^{\$1,000,000.00} 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 Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or

completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- 8.4. **Certificate of Insurance:** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.
- 8.5. **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 Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.
- 8.6. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 8.7. The Contractor has provided a Payment Bond and Performance Bond. The Town shall have the right to utilize the bonds should the Contractor default in the performance of the Work.

9. **ASSIGNMENT AND AMENDMENT-** No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.

10. **TERMINATION-**

- 10.1. Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

- 10.2. Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
- 10.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.
- 10.4. The Town may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.
11. **CHOICE OF LAW**- This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County.
12. **ATTORNEY'S FEES**- In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.
13. **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.
14. **INSPECTION AND AUDIT**- During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow Town representatives access during reasonable business hours to Contractor's and Subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
15. **SEVERABILITY**- If a term, provision, covenant, or condition of this Agreement is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
16. **WAIVER OF JURY TRIAL**. The parties knowingly, voluntarily, intentionally and irrevocably, waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

17. **COUNTERPARTS**- This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
18. **INDEPENDENT CONTRACTOR** – It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to the Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded Town employees. Contractor further understands that Florida Worker’s Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker’s compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement. All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.
19. **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.
20. **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and subcontractor’s employees involved in the performance of this Agreement. Background checks must be performed prior to the performance of any Work by the employee under the Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
21. **CODE OF ETHICS** - Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112, Florida Statutes, and the Conflict of Interest and Code of Ethics Ordinances in Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.
22. **LAWS, RULES & REGULATIONS** - Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.
23. **POLICY OF NON-DISCRIMINATION** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the Work or payment for Work and shall not

discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of Work under this Agreement.

2.26 **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

Town of Miami Lakes
15700 NW 67th Avenue
Miami Lakes, FL 33014
Attention: Town Clerk

Contractor:

Contractor:	<u>Development and Communication Group of Florida</u>
Address:	<u>9065 S.W. 87th Ave, Suite 110 Miami, Florida 33176</u>
Name and Title	<u>Patricio De Arcos, Director</u>
Telephone:	<u>305-596-0611</u>

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

Attest: TOWN OF MIAMI LAKES

By: [Signature]
Town Clerk

By: [Signature]
Alex Rey, Town Manager

By: [Signature]
Weiss Scrota Hellman Pastoriza Cole & Boniske, P.A.
Town Attorney

Signed, sealed and witnessed in the presence of:

As to Contractor: Developments & Assoc. Group of FL Inc.

By: Marie J. de Ancois

By: [Signature]

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 24 day of January, 2008, by Andrew de Ancois of Developments & Assoc. Group of FL Inc. who is (check one) personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida

My commission expires: 4/26/09

Print or Type Name of Notary Public: Mana Victoriano
Notary Public State of Florida
My Commission DD473388
Expires 12/26/2009

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

END OF SECTION

Miami Lakes Park P/I
 Ag # CW521

PRIMARY RECREATION AREAS AND FACILITIES: Including, but not limited to, beach access, picnic facilities, fishing piers, ballfields, tennis courts, bicycle trails, etc. Costs of planning and site preparation should be included within the cost of each element.

	Quantity	Description	Estimated Cost
NEW	1	Sailboat launch (grading, cement and dock)	\$50,000
	2	Picnic pavilions	\$55,000
	1	Fishing pier	\$50,000
RENOVATIONS	1	Canoe Put-in	\$15,000
	1	Renovate water access trail	\$15,000
	1	Renovate picnic area	\$15,000
Total Primary			\$200,000

SUPPORT FACILITIES AND IMPROVEMENTS: Parking, restrooms, landscaping, security lighting, and such other costs should be included under support costs. Costs of planning and site preparation should be included within the cost of each element. Amenities such as benches, trash cans, utilities, water fountains, or bike racks will receive no points when being scored.

	Quantity	Description	Estimated Cost
NEW	10	Lights	\$50,000
		Landscaping/irrigation	\$30,000
	1	Renovate restrooms	\$110,000
	1	Resurface parking lot	\$10,000
Total Support			\$200,000

TOTAL COST OF PROPOSED PROJECT
\$400,000

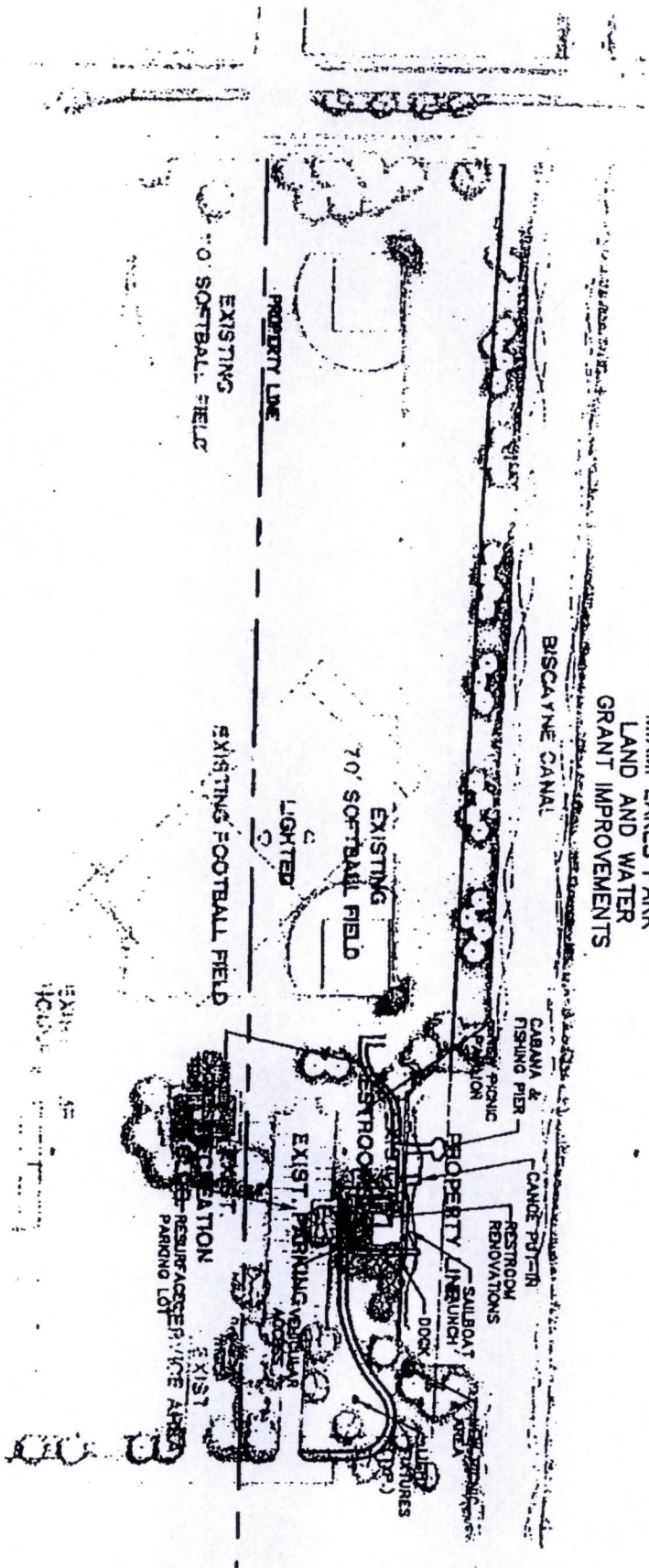
Miami Lakes Park Ph I
Agmt LW 521

CFR Cite	Title
36 CFR 59	Land and Water Conservation Fund Program Assistance to States; Post-Completion Compliance Responsibilities
36 CFR 800.8	Coordination With the National Environmental Policy Act
43 CFR 12	Administrative and Audit Requirements and Cost Principles for Assistance Programs
43 CFR 17	Nondiscrimination in Federally Assisted Programs of the Department of Interior

The Grantee agrees to become familiar with all provisions and comply with the Rule and Manual, including the above-stated provisions of the CFR, which are incorporated into this Project Agreement by reference, as if fully set forth herein. In the event a dispute should arise between the parties concerning the intent of any language herein contained, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the LWCF Act of 1965 and the general provisions governing this Project Agreement as set forth in the Manual. No construction shall be contrary to the requirements of any Act of Congress or of the regulations of the Secretary of the Interior.

2. The Department has found that public outdoor recreation is the primary purpose of the project known as Miami Lakes Park Phase I (Land and Water Conservation Fund, LWCF Project Number 12-00521), hereinafter called the Project, and enters into this Project Agreement with the Grantee for the development of that real property, the legal description of which shall be submitted to the Department as described in the Land and Water Conservation Fund Program Approved Project Documentation Form, DEP Form FPS-A048. The approved Project Application, which includes the Project Elements (description of project, detailed budget, and anticipated deliverables), is incorporated into this Project Agreement by reference as if fully set forth herein. The "approved Project Application" includes only those Project Elements approved by the Department and does not include proposed elements not approved by the Department. Any revisions to the Project Elements as set forth in the approved Project Application must be formally requested by the Grantee and, if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Agreement.
3. The Grantee shall construct, or cause to be constructed, specified public outdoor recreation facilities and improvements consisting of the following Project Elements: sailboat launch, picnic facilities, fishing pier, lighting, landscaping and renovation of canoe launch, hiking trail, picnic facilities, parking restrooms and other related support facilities.
4. The Project Elements identified in Paragraph 3 herein shall be designed and constructed substantially in accordance with the conceptual site development plan contained in the Project Application. Project Site facilities shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Site improvements and facilities shall be in accord with current and established engineering and architectural standards and

MIAMI LAKES PARK
 LAND AND WATER
 GRANT IMPROVEMENTS



Miami Lakes FRDAP F-6080

PRIMARY RECREATION AREAS AND FACILITIES: Including, but not limited to, beach access, picnic facilities, fishing piers, ballfields, tennis courts, trails, trailheads, etc. Costs of planning and site preparation should be included within the cost of each element. If this is a trail project, list the uses or types of trails.

	Quantity	Description	Estimated Cost
NEW	1	Picnic facilities	\$15,000
		Bike Path	\$40,000
RENOVATIONS	1	Baseball field-infield work	\$20,000
	1	Soccer field	\$15,000
	1	Softball field-infield work	\$20,000
	Total Primary		\$110,000

SUPPORT FACILITIES AND IMPROVEMENTS: Parking, restrooms, landscaping, security light other such costs should be included under support costs. Costs of planning and site preparation should be included within the cost of each element. Amenities such as benches, trash cans, utilities, water fountains, or bike racks receive no points when being scored.

	Quantity	Description	Estimated Cost
NEW		Pathway lighting	\$50,000
RENOVATIONS		Landscape renovations	\$15,000
		Replace fence	\$25,000
	Total Support		\$90,000

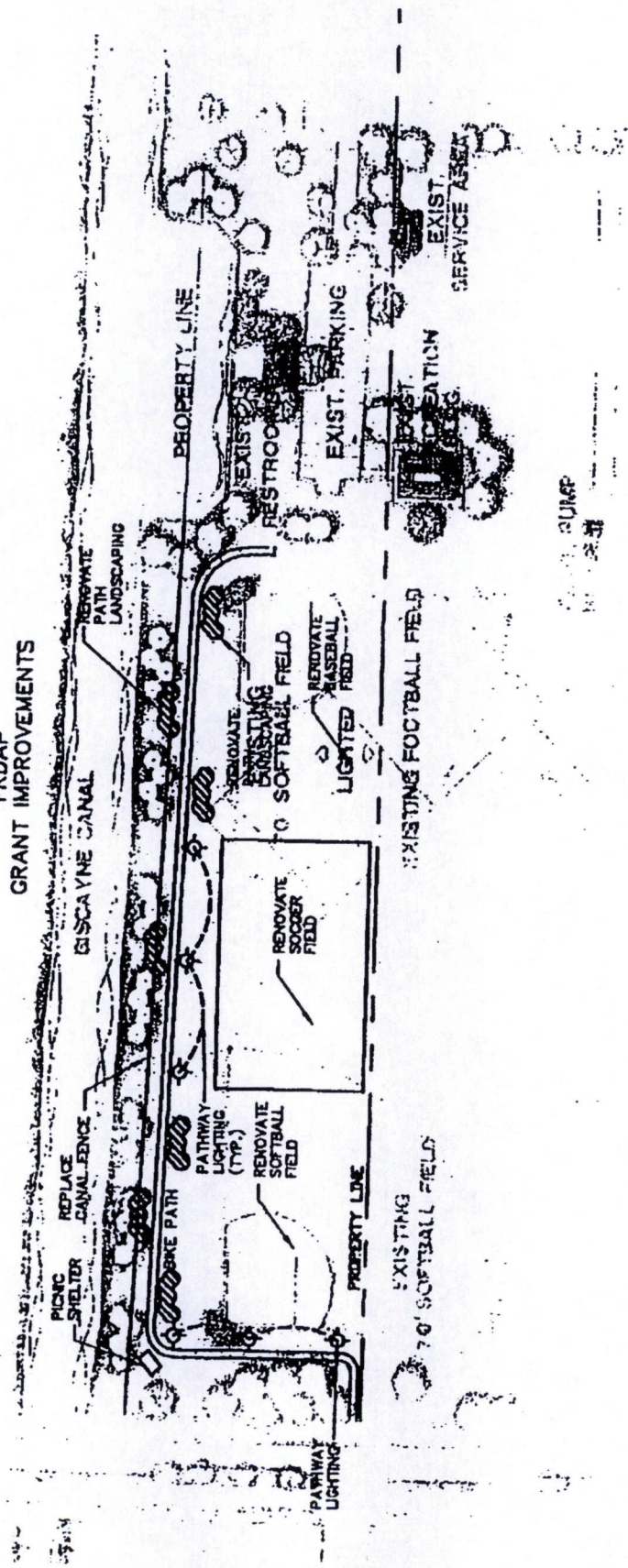
TOTAL COST OF PROPOSED PROJECT \$ 200,000

Miami Lakes Park FADAP

4. The GRANTEE shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT ELEMENTS which may be modified by the DEPARTMENT if GRANTEE shows good cause: Picnic facilities, lighted bike path, renovation of baseball field, softball field, soccer field, fencing, landscaping; and other related support facilities.
5. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$100,000.00 which will pay the DEPARTMENT's share of the cost of the PROJECT. DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	\$100,000.00	50%
GRANTEE Match:	\$100,000.00	50%
Type of Match:	<u>Cash/In-Kind Services and/or Land Value</u>	
6. The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final request, the DEPARTMENT's Grant Manager shall review the completion documentation and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program Completion Documentation Form, DEP Form FPS-A036, referenced in s. 62D-5.058(6)(g), the DEPARTMENT will approve the request for payment.
7. In addition to the invoicing requirements contained in the paragraph above, the Department will periodically request proof of a transaction (such as invoice, payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within 30 calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.dbf.state.fl.us/aadir/reference_guide.
8. The GRANTEE agrees to comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE and incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE's procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the

MIAMI LAKES PARK
FRDAP
GRANT IMPROVEMENTS



SCALE
1" = 20'

SECTION 4

PROPOSAL/BID FORM

The following Bid Proposal is presented to assist the Town in evaluating the Bid. The Bid Amounts will include all items and quantities per the Bid Forms and as described in the Plans and Bid Documents (Detailed Specifications). A responsive submittal must include a complete bid form.

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

TOTAL BID AMOUNT \$ 409,315.00 ~~392,265.00~~

TOTAL BID AMOUNT (IN WORDS) Four Hundred Nine Thousand Three Hundred Fifteen Dollars and 00/100.

Taxpayer Identification Number: 65-0322328

BIDDER: DEVELOPMENT AND COMMUNICATION GROUP OF FLORIDA, Inc.

(Company Name)

Pat de
(Signature of Authorized Representative)

Patricio de Arcas - Director
(Printed Name and Title)

9065 SW 87 Ave, Suite 110, Miami, FL 33176
(Company Address)

305-596-0611
(Company Phone Number)

305-788-2649
Fax 305-661-6428.

SECTION 5
PROPOSAL/BID FORM

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

BID FORM

<u>Base Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
101-1	Mobilization	1	LS	22,500. ⁰⁰	22,500. ⁰⁰
110-1	Demolition, Clearing and Grubbing	1	LS	49,000. ⁰⁰	49,000. ⁰⁰
104-10	NPDES Compliance (Erosion and Sediment Control)	1	LS	5,000. ⁰⁰	5,000. ⁰⁰
2742-	Seal Coat	1600	SY	3. ⁰⁰	4,800. ⁰⁰
285-	4" Limerock Base	1500	SY	10. ⁰⁰	15,000. ⁰⁰
331-2	Type S Asphalt Concrete - 1"	1600	SY	11.50	18,400. ⁰⁰
522-2	4" Concrete Sidewalk	40	SY	50. ⁰⁰	2,000. ⁰⁰
801-a	6' Chain link Fence	900	LF	27.50	24,750. ⁰⁰
508-70 A	Lighting System <i>EAST CIRCUIT</i>	1	LS	70,000. ⁰⁰	70,000. ⁰⁰
<i>501-70 B</i>	Lighting System <i>WEST CIRCUIT</i>	1	LS	50,000. ⁰⁰	50,000. ⁰⁰
FE-1	Shade Shelters	3	EA	17,000. ⁰⁰	51,000. ⁰⁰
FE-2	Picnic Table	6	EA	2,600. ⁰⁰	15,600. ⁰⁰
	Landscaping				
575-1	St. Augustine Sod	6200	SF	1. ⁰⁰	6,200. ⁰⁰
580-1	Southern Live Oak FL #1 (FG. 16-18- OA, 4" Cal.)	28 14	EA	950. ⁰⁰	26,600. ⁰⁰
580-2	Hibiscus (Fg. 7 gal., 5' std.)	6	EA	15. ⁰⁰	90. ⁰⁰
580-3	Key Thatch Palm (Fg., 10 gal, staggered heights, straight trunk)	18 9	EA	625. ⁰⁰	9,375. ⁰⁰
ARCH-1	Bathroom Renovation	1	LS	28,000. ⁰⁰	28,000. ⁰⁰
711-	Parking Lot Restriping	1	LS	1,000. ⁰⁰	1,000. ⁰⁰
A-1	Allowances	1	LS	\$10,000	\$10,000
Total Bid Amount				\$	409,375. ⁰⁰

392265

Bid Item Notes:

1. Bid Item 101-1 includes the construction of one (1) project sign that shall be displayed at the entrance to the park. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. A detail of the sign is included in the plans. This item will also include safety equipment to comply with the Florida Trench Safety Act.

2. Bid Item 110-1 includes the removal of the existing fence as specified in the plans.
3. Bid Item 104-10 includes all costs for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion and acceptance by the Town.
4. Bid Item 508-70 includes all costs for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion and acceptance by the Town.
5. Bid Item 580- (1 thru 3) per the attached specifications and details, the Contractor is responsible for installation of landscaping, weed barrier cloth, mulch, watering, etc. as part of the unit prices.
6. Bid Item 575-1 includes the costs of initial watering per the attached specifications.
7. FE 1 - FB 2 include all costs for work, materials, connections and incidental costs as required for project completion and acceptance by the Town.

ALTERNATE BID FORM

The following Alternate Bid Item is for the use of a solar powered bollard system in lieu of the electrical system detailed in the plans. This solar powered bollard system shall produce the same foot candles of light in intensity and coverage as the electrical system detailed in the plans.

<u>Base Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
508-70A	Solar Powered Bollard System	1	LS	120,000. ⁰⁰	120,000. ⁰⁰

Subtotal Alternate

\$ 120,000.00

Bid Item Notes:

1. Bid Item 508-70A includes all costs for work and materials such as connections, solar panels, bollards, and fixtures, obtaining permits, permit fees and incidental costs as required for project completion and acceptance by the Town.

KIMLEY-HORN & ASSOC.

DEVELOPMENT & COMM. GROUP OF FL, INC.
STATE CERTIFIED GENERAL CONTRACTOR & ENGINEERING
FT. LAUDERDALE

9065 S.W. 87 Ave, Suite 110, Miami, Florida 33176

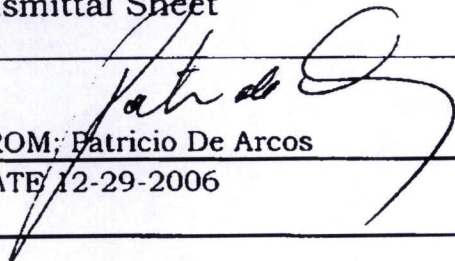
P.O. BOX 160178 - MIAMI - FL - 33116

TEL: 305-596-0611 - FAX: 305-596-0615

WWW.DEVELOPMENTFL.COM

Facsimile Transmittal Sheet

TO: Joliette

FROM:  Patricio De Arcos

COMPANY:
Kimley-Horn & Assoc.

DATE: 12-29-2006

FAX:
954-739-2247

Re: your fax dated 12-29-2006

Please find attached sign and approved the bid form.

**Any question please do not hesitate to contact me cel 305-788-2649
or my office 305-596-0611 my ext. 202**

SECTION 5

PROPOSAL/BID FORM

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

BID FORM

<u>Base Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
101-1	Mobilization	1	LS	22,500. ⁰⁰	22,500. ⁰⁰
110-1	Demolition, Clearing and Grubbing	1	LS	49,000. ⁰⁰	49,000. ⁰⁰
104-10	NPDES Compliance (Erosion and Sediment Control)	1	LS	5,000. ⁰⁰	5,000. ⁰⁰
2742-	Seal Coat	1600	SY	3. ⁰⁰	4,800. ⁰⁰
285-	4" Limerock Base	1500	SY	10. ⁰⁰	15,000. ⁰⁰
331-2	Type S Asphalt Concrete - 1"	1600	SY	11.50	18,400. ⁰⁰
522-2	4" Concrete Sidewalk	40	SY	50. ⁰⁰	2,000. ⁰⁰
801-a	6' Chain link Fence	900	LF	27.50	24,750. ⁰⁰
508-70 A	Lighting System <i>EAST CIRCUIT</i>	1	LS	70,000. ⁰⁰	70,000. ⁰⁰
508-70 B	Lighting System <i>WEST CIRCUIT</i>	1	LS	50,000. ⁰⁰	50,000. ⁰⁰
FE-1	Shade Shelters	3	EA	17,000. ⁰⁰	51,000. ⁰⁰
FE-2	Picnic Table	6	EA	2,600. ⁰⁰	15,600. ⁰⁰
Landscaping					
575-1	St. Augustine Sod	6200	SF	1. ⁰⁰	6,200. ⁰⁰
580-1	Southern Live Oak FL #1 (FG. 16-18- OA, 4" Cal.)	28' 14"	EA	950. ⁰⁰	26,600. ⁰⁰ 13300
580-2	Hibiscus (Fg., 7 gal., 5' std.)	6	EA	15. ⁰⁰	90. ⁰⁰
580-3	Key Thatch Palm (Fg., 10 gal, staggered heights, straight trunk)	18' 9"	EA	625. ⁰⁰	9,375. ⁰⁰ 5625
ARCH-1	Bathroom Renovation	1	LS	28,000. ⁰⁰	28,000. ⁰⁰
711-	Parking Lot Restriping	1	LS	1,000. ⁰⁰	1,000. ⁰⁰
A-1	Allowances	1	LS	\$10,000	\$10,000

Total Bid Amount \$ 404,375.00

372265

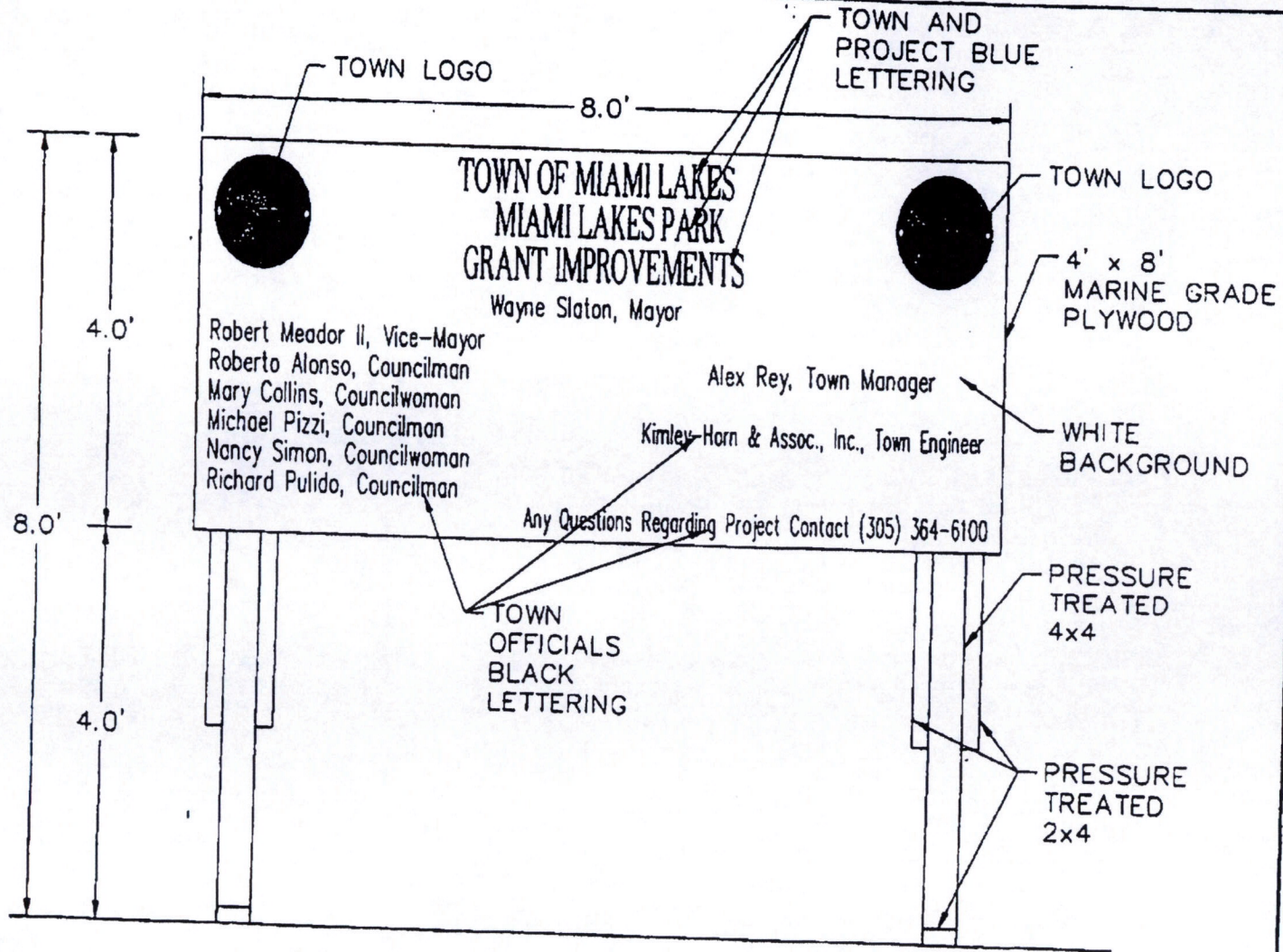
Bid Item Notes:

1. Bid Item 101-1 includes the construction of one (1) project sign that shall be displayed at the entrance to the park. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. A detail of the sign is included in the plans. This item will also include safety equipment to comply with the Florida Trench Safety Act.

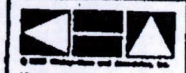
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044533093

APPROVED BY PATRICIO

DATE: 12/29/06



FRONT OF SIGN



**Kimley-Horn
and Associates, Inc.**

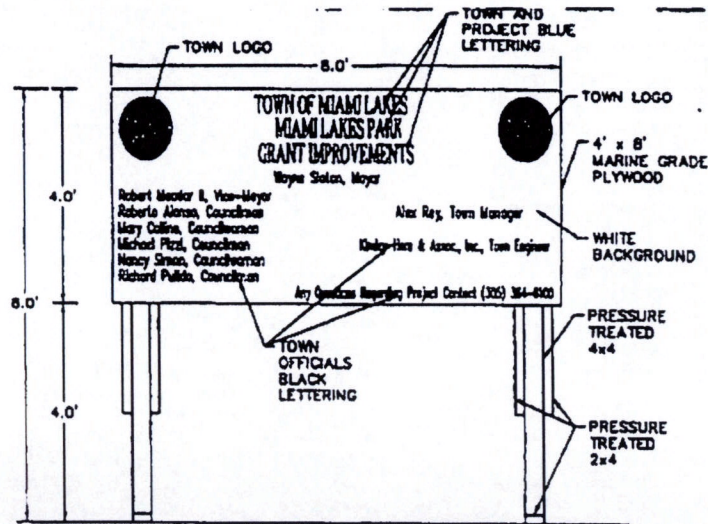
*Engineering
Planning
and
Environmental
Consultants*

Suite 109
5200 N.W. 33rd Avenue
Ft. Lauderdale, Florida
33309
Phone: 954-535-5100
Fax: 954-739-2247

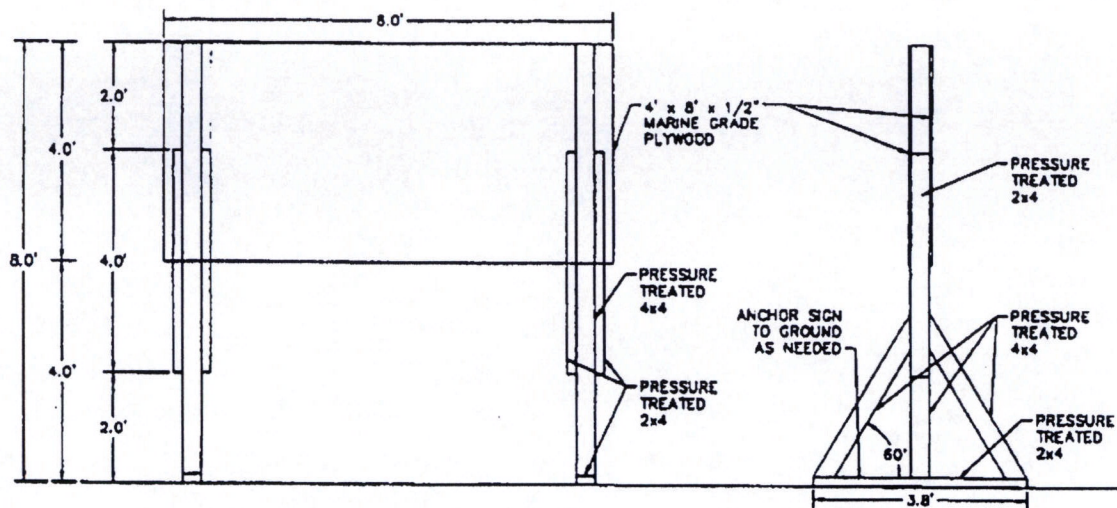
CD NO.	DATE	BY	CHKD BY	REV	DATE
04-033204	11/20/05				11/20/05

TOWN OF MIAMI LAKES	MIAMI LAKES PARK GRANT IMPROVEMENTS	CONSTRUCTION SIGN DETAIL
---------------------	-------------------------------------	--------------------------

SCALE	N.T.S.
SHEET NO.	2



FRONT OF SIGN



CROSS-SECTION

SIDE OF SIGN

TOWN OF MIAMI LAKES

SECTION 6

CONE OF SILENCE

- I. Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction. The "Cone of Silence" prohibits the following activities:
- A. Any communication regarding this RFP, RFQ or Bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Town's professional staff, including, but not limited to, the Town Manager and his or her staff;
 - B. Any communication regarding this RFP, RFQ or Bid between the Mayor, Town Council members and any member of the Town's professional staff, including but not limited to, the Town Manager and his or her staff;
 - C. Any communication regarding this RFP, RFQ or Bid between potential vendor, service provider, bidder, lobbyist or consultant and any member of a selection committee;
 - D. Any communication regarding this RFP, RFQ or Bid between the Mayor, Town Council members and any member of the selection committee therefore;
 - E. Any communication regarding a particular RFP, RFQ or bid between any member of the Town's professional staff and any member of the selection committee; and
 - F. Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Mayor or Town Council.
- II. These prohibitions do not apply to communications with the Town Attorney and his or her staff.
- III. The "Cone of Silence" is imposed upon this RFP, RFQ or Bid after advertisement of said RFP, RFQ or Bid. The "Cone of Silence" shall terminate at the time that the Town Manager makes his or her recommendation to the Town Council, unless the Council refers the Manager's recommendation back to the Manager or staff for further review.
- IV. The "Cone of Silence" shall NOT apply to:
- A. Oral communications at pre-bid conferences;
 - B. Oral presentations before publicly noticed selection committee meetings;
 - C. Contract negotiations during any duly noticed public meeting;
 - D. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
 - E. Emergency procurement of goods or services;
 - F. Communications regarding a particular RFP, RFQ or bid between any person and the Town's procurement agent or contracting officer responsible for administering the

- procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; or
- G. Communications regarding a particular RFP, RFQ or bid between the Town's procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid and a member of the selection committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
 - H. Communications in writing at any time with any Town employee, official or member of the Town Council unless specifically prohibited by the RFP, RFQ or Bid.
 - I. Communications between the Town Manager and the Chairperson of the selection committee about a particular selection committee recommendation, only after the selection committee has submitted an award recommendation to the Town Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Town Manager with the Town Clerk and be included in any recommendation memorandum submitted by the Town Manager to the Town Council.
 - V. Any questions, explanations or other requests desired by a bidder regarding this RFP, RFQ or Bid must be requested in writing to the Town Clerk: Debra E. Eastman, MMC, Town Clerk, 15700 NW 67th Avenue, Miami Lakes, Florida, 33014 or via facsimile at 305-558-8511 or e-mail at eastmand@townofmiamilakes.com. Bidders must file copies of all written communications with the Town Clerk.
- VI. Please contact the Town Attorney with any questions concerning the "Cone of Silence" compliance.
- VII. Upon imposition of the Cone of Silence for a particular RFP, RFQ or Bid, the Town Manager shall:
- A. issue a written notice to affected Town departments;
 - B. file a copy of the Notice required by subsection (1) with the Town Clerk with a copy to the Mayor and Town Council; and
 - C. include in the public solicitation for goods and services a statement disclosing the requirements of the Cone of Silence as follows:

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the Request for Proposal, or Request for Qualifications.

ADDENDUM NO. 1

TO CONTRACT DOCUMENTS

December 4, 2006

PROJECT TITLE: Town of Miami Lakes
Miami Lakes Park Grant Improvements (the "Project")

This addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted. Acknowledge receipt of this Addendum in the space provided below. Failure to do so may subject the Proposer to disqualification.

Each Proposer must return the attached Addendum Acknowledgment form to the Owner upon receipt. The Acknowledgment Form shall be faxed to (305) 558-8511. The bid due date has not changed. Bids are due to the Town by December 11, 2006 at 2:00 pm.

A. Changes to Bid Form

1. Item 508-70, Lighting System Complete, has been removed.
2. Item 508-70A, Lighting System East Circuit, has been added.
3. Item 508-70B, Lighting System West Circuit, has been added.

Base Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
508-70	Lighting System Complete	1	LS		
508-70A	Lighting System East Circuit	1	LS		
508-70B	Lighting System West Circuit	1	LS		

4. Bid Item note no. 4 has been revised to state the following:

"Bid Item 508-70A includes all costs for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion and acceptance by the Town. This item includes the cost of constructing the 10 light poles on the east circuit, constructing the lighting for the two shade shelters on the east circuit and the connections to the rack structure."

5. Bid Item note no. 8 has been added and states the following:

"Bid Item 508-70B includes all costs for work materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion and acceptance by the Town. This item includes the cost for constructing the 10 light poles on the west circuit, lighting the shade shelter on the west circuit and the connections to the rack structure."


Proposer Acknowledgement

12/4/06
Date

END OF ADDENDUM NO. 1

044533093
Addendum No. 1

TOWN OF MIAMI LAKES

SECTION 7

ADDENDUM ACKNOWLEDGEMENT FORM

Addendum #

Date Received

01

12/04/06

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER: DEVELOPMENT AND COMMUNICATION GROUP OF FLORIDA
(Company Name)

Pat de
(Signature)

Patricio de Arcos - Director
(Printed Name & Title)

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 8

ANTI-KICKBACK AFFIDAVIT

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

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 Delquent's Comm. Group A 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: Patricio de Arce

Title: Director

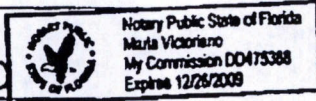
Sworn and subscribed before this

08 day of December, 2009

Notary Public, State of Florida

Maria Victoriano

(Printed Name)



My commission expires: Dec. 26, 2009

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 9

NON-COLLUSIVE AFFIDAVIT

State of Florida,
County of Miami-Dade SS:

Patricio de Azeos being first duly sworn, deposes and says that:

- a) He/she is the Patricio de Azeos - Director, (Owner, Partner, Officer, Representative or Agent) Development Corp. Group of Florida, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder 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, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached 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 Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

Signed, sealed and delivered
in the presence of:

Witness Patricio I. de Azeos
Witness _____

By: Patricio de Azeos
Patricio de Azeos
(Printed Name)
Director
(Title)

TOWN OF MIAMI LAKES

SECTION 9

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

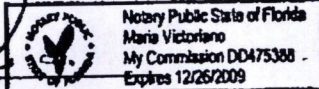
State of Florida)
County of Miami-Dade SS:

BEFORE ME, the undersigned authority, personally appeared 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 PATRICIA DE ARCO executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 08 day of December, 2006

My Commission Expires: Dec. 26, 2009

D. Victoriano
Notary Public State of Florida at Large



TOWN OF MIAMI LAKES

SECTION 10

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 PATRICIO DE ALCAS - DIRECTOR
[print individual's name and title]
for DEVELOPMENT AND COMMUNICATION GROUP OF FLORIDA, Inc.
[print name of entity submitting sworn statement]

whose business address is

9065 SW 87 Avenue, Suite 110
Miami, FL, 33176

and (if applicable) its Federal Employer Identification Number (FEIN) is 05-0322328

(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 that 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, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

[Signature]
Signature of Entity Submitting Sworn Statement

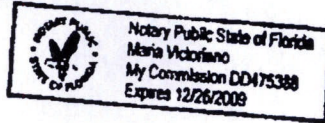
Sworn to and subscribed before me this 08 day of December, 2006.

Personally known

OR produced identification _____ Notary Public - State of Florida

none My commission expires Dec. 26, 2009
(type of identification)

[Signature]
(Printed, typed or stamped Commissioned name notary public)



END OF SECTION

TOWN OF MIAMI LAKES

SECTION 11

SUPPLEMENT TO BID/TENDER FORM

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

Our Company President Carlos Petersen. Hold the State General Contractor License, The Broward County Underground Utilities, State County Engineering. We perform with our own forces of the Company starting in May /92.

2. The address of the principal place of business is:

9065 SW 87 Avenue, Suite 110
Miami, FL, 33176

3. Company telephone number:

305-596-0611

4. Number of employees:

25

5. Number of employees assigned to this project:

5

6. Company Identification numbers for the Internal Revenue Service:

65-0322328

1. Miami-Dade County and Town of Miami Lakes Occupational License Number, if applicable, and expiration date.

497211-4

8. How many years has your organization been in business?

14

9. What similar engagements is your company presently working on?

(See attached)

10. Have you ever failed to complete any work awarded to you? If so, where and why?

NO

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

11.1.

(name)

(address)

(phone #)

11.2.

(name)

(address)

(phone #)

11.3.

(name)

(address)

(phone #)

Current contracts

Name: Sunset Lakes I Interim Shoreline

Name: Sunset Lakes II

Name: Harbor Lakes Estates

Name: Riviera Isles

Owner: South Broward Drainage District

General Contractor: Development & Comm. Group of Fl Inc.

Project Manager: Leo M. Schwartzberg phone 954-680-3337

Type of work : excavation, preparation, and restoration of the several eroded lake shoreline.

Completion : 80%

Name: Calcium Carbonate

Owner: Miami Dade County- Water & Sewer Dept.

General Contractor: Development & Comm. Group of Fl., Inc.

Type of work: Lagoon and Dikes construction

Project Manager: Mike Hernandez - phone: 786-552-8803

Completion : 95 %

Name: The Seaboard Acres

Owner: Miami Dade County- Derm Dept.

General Contractor: Development & Comm. Group of Fl., Inc.

Project Manager: Alberto Estevez phone: 305-372-6654

Type of work: Drainage, 48" pipe drainage system

Completion: 98%

Contract completed

Name: Friedland Manor Water Main Improvements

Owner: City of Florida City

General Contractor: Development & Comm. Group of Fl., Inc.

Project Manager : Mr. Baljet phone 305-670-3986

Type of work :Water main

Completion : 100%

Name: Royal Oaks Park Muck/ Vegetation Removal & Berm

Owner: City of Miami Lakes

General Contractor : Development & Comm. Group of Fl., Inc.

Project Manager : Al Garcia : 305-582-1648

Type of work: Earthwork

Completion : 100%

Name: Gwen Cherry # 5

Owner : Miami Dade Housing Agency

General Contractor : Development & Comm. Group of Fl., Inc.

Project Manager: Pilar Ramos phone: 305-644-5268

Type of work : Drainage and Paving

Completion: 100%

Name: Yacht Club Way

Owners: City of Aventura

Project Manager : Antonio Tomei ph: 305-466-8900

Type of work: Drainage up grading

Completion: 100%

Name: Sunset Drive & Roadway Improvements
Owner : City of South Miami
General Contractor : Development & Comm. Group of Fl., Inc.
Project Manager: Nelson Ortiz E.I. phone 305-663-6350
Type of work: Drainage -Sidewalk-Curb's and Paving
Completion : 100%

Name: MIA-Jet Fuel Facility Oil Water Separator
Owner: Miami International Airport
General Contractor: TGSV Enterprises, Inc.
Project Manager: Anthony Timothy phone: 305-876-8444
Type of work : Excavation for Oil Water Separator & Trenching
for pipes, underground ductile iron pipes & accessories Oil/water
separator refurbished & installed.
Completion : 100%

Name: Islamic School of Miami
Owner : Tasnim Uddin & Associates
General Contractor: Development & Comm. Group of Fl., Inc.
Project Manager : Tasmin Uddin - phone: 305- 264-0884
Type of work: Earthwork, paving
Completion : 100% completed

Name: South Dade Greenway-Tree Removal
Owner: Park & Recreation Dade County
General Contractor: Development & Comm. Group of Fl., Inc.
Project Manager: Dean Gaffney- phone : 305-526-4460- ext. 282
Type of work : Trees removal
Completion: 100%

Name: Force Main Replacement at Forest Blvd.

Owner: City of North Lauderdale

General Contractor: Development & Comm. Group of Fl., Inc.

Project Manager :Joe Santl phone: 954-724-7070

Type of work: Provide & install 6,000 LF of 12" force main & Tie Inst.
Abandon existing 6" F.M.

Completion: 100%

Name: Wynwood Elderly-Parking lot Renovation

Owner: Miami Dade Housing Agency

General Contractor: Development & Comm. Group of Fl., Inc.

Project Manager: Lissette Martinez ph: 305-644-5100

Type of work: Earthwork, parking lot, drainage, landscaping

Completion: 100%

Name: MIA-Shuttle Facility Drainage System

Owner: Miami International Airport

General Contractor: TGSV Enterprises, Inc.

Project Manager: Johnny Peterson- 305- 876-8357

Type of work: Paving, drainage, excavation, landscaping,
Light pole

Completion :100%

Name: St. Christopher Episcopal Church & St. Luke Baptist Church

Owner: North Broward Hospital District

General Contractor: Development & Comm. Group of FI, Inc.

Project Manager : Armando Cuenca ph: 954-355-5975

Type of work: Total parking lot, drainage, fence, light pole.

Completion: 100%

Name: The Housing Authority of The City of Ft. Lauderdale

Owner: The Housing Authority of The City of Ft. Lauderdale

General Contractor: Development & Comm. Group of FI., Inc.

Project Manager: Joseph Newman phone: 954-522-2485

Type of work: Total parking lot, drainage system, light pole, curb and sidewalk.

Completion : 100%

Name: Rickenbacker Causeway Tool Facility

Owner: Miami Dade County, General Services Administration

General Contractor: Development & Comm. Group of FI Inc.

Project Manager: Mark Shirajan 305-375-2182

Type of work: Drainage improvements

Completion: 90%

contract completed/data2006

12. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% OF COMPLETION TO DATE</u>
------------------------	--------------	-----------------------------	--------------------------------------	--------------------------------

(see attached)

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

yes


14. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

ELECTRICAL WORK ——— BAM ELECTRICAL

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
COMMISSION ON FIDUCIARY CREDIT BOARD

1978



GROUP OF FLORIDA

SECRETARY

DISPLAY AS REQUIRED BY LAW



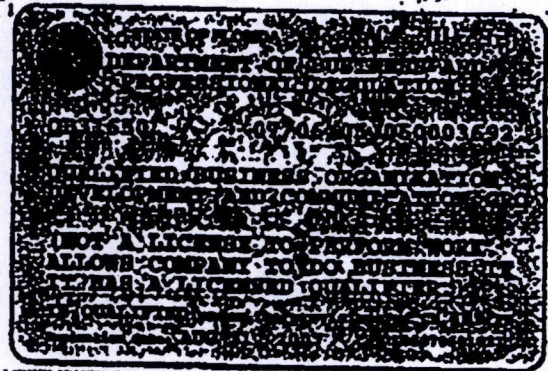
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

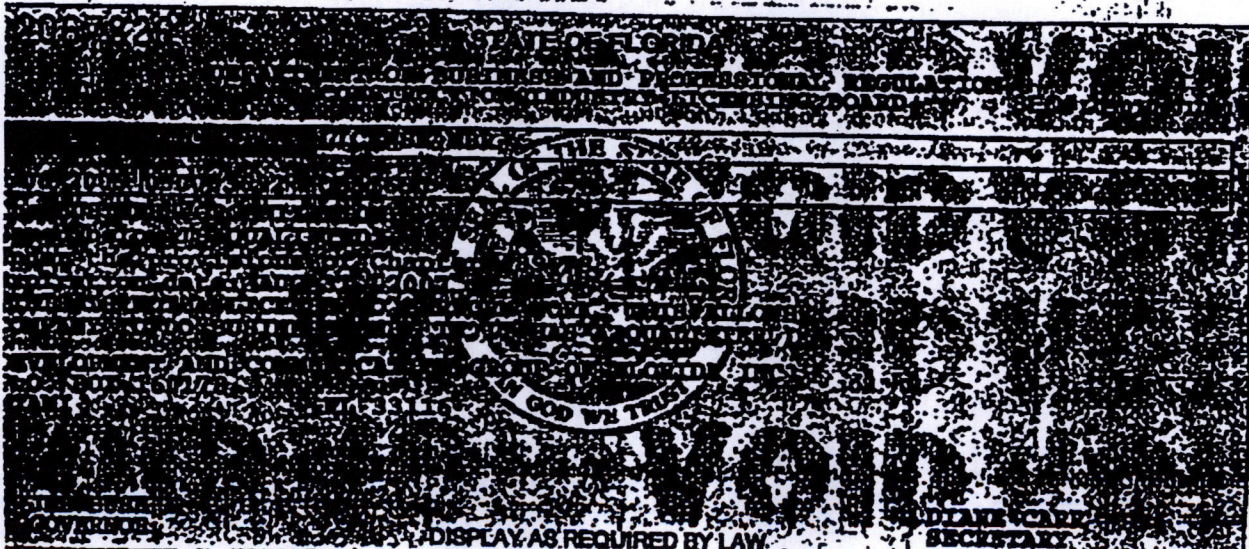
CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MORRISON STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

DEVELOPMENT AND COMMUNICATION GROUP OF FLORIDA INC
P.O. BOX 160178
MIAMI FL 33116



DETACH HERE



OCCUPATIONAL LICENSE TAX 2006
DADE COUNTY STATE OF FLORIDA
EXPIRES 08/04/2007
SHOULD BE DISPLAYED AT PLACE OF BUSINESS
DADE COUNTY CODE CHAPTER 26-ART 1-10

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

THIS IS NOT A BILL-DO NOT PAY

476244-0 RENEWAL
BUSINESS NAME / LOCATION LICENSE NO. 497211-4
DEVELOPMENT & COMMUNICATION GROUP STATES CGC028501
OF FLORIDA INC
DOING BUS IN DADE CO

OWNER
DEVELOPMENT & COMM GRP OF FL INC WORKER/S
Sec. Type of Business 196 GENERAL BUILDING CONTRACTOR 1

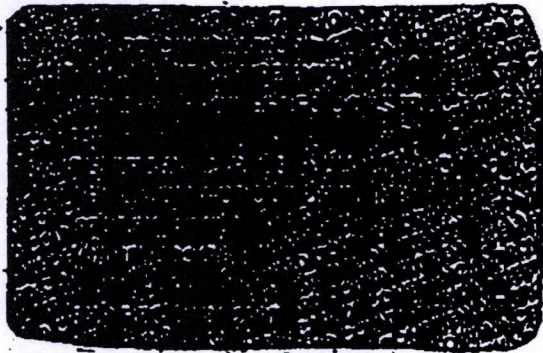
THIS IS AN OCCUPATIONAL
TAX ONLY. IT DOES NOT
IMPLY ANY OTHER
REGULATORY OR OTHER
LAW OF THE COUNTY OR
CITY. FOR MORE IT
PLEASE SEE LICENSE
FROM ANY OTHER LICENSE
OR PERMIT ISSUED BY
LAW. THIS IS NOT A
CERTIFICATION OF THE
LICENSEE'S QUALIFICA-
TION.

DO NOT FORWARD
DEVELOPMENT & COMMUNICATION GROUP
OF FLORIDA INC
CARLOS N PETERSEN PRES
P O BOX 160178
MIAMI FL 33116

PAID BY RECEIVED
DADE COUNTY TAX
COLLECTOR
08/04/2006
60010000289
00807830



SEE OTHER SIDE



MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT
111 N.W. 1st STREET, SUITE 1810
MIAMI, FL 33128 (305) 375-2705

PERSONAL
CERTIFICATE OF ELIGIBILITY
EXPIRES ON 09/30/2007
PETERSEN CARLOS
SS#: 583-02-7974

FOLD HERE

MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT
111 N.W. 1st STREET, SUITE 1810
MIAMI, FL 33128 (305) 375-2705

BUSINESS
CERTIFICATE OF COMPETENCY
EXPIRES ON 09/30/2007
DEVELOPMENT AND COMMUNICATIO
C.C. NO.: E24400
Q.A.: PETERSEN CARLOS
S.S. NO.: 583-02-7974

FOLD HERE

COMPLETION AGENT (Q.A.) MUST SUPERVISE, DIRECT AND CONTROL ALL WORK



ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2006

PRODUCER
EMANUEL INSURANCE & ASSOCIATES, INC
1370 N B AVE.
MIAMI, FLA. 33013
305-693-0003

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
DEVELOPMENT & COMMUNICATIONS
GROUP OF FLORIDA, INC.
9700 SW 104 ST.
MIAMI, FL 33176
305-596-0611

INSURERS AFFORDING COVERAGE
INSURER A: RORICH NORTH AMERICA
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.

FORM TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMIT
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMMADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIA. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-ACC <input type="checkbox"/> LOG	MO15860408-001	02/18/06	02/18/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/PROP AGO
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MO15860408-001	02/18/06	02/18/07	COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EAAC AG
	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY FREELANCE/PART-TIME/EXECUTIVE OFFICER/OWNER EXCLUDED From description below SPECIAL PROVISIONS below OTHER				E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$

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

LANDGRADING, EXCAVATING, AND DEBRIS REMOVAL.

CERTIFICATE HOLDER

Town of Miami Lakes
Alex rey-Town Manager
15700 NW 67 Ave
Miami Lakes, fl 33014

CANCELLATION

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

CERTIFICATE OF LIABILITY INSURANCE

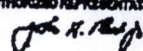
DATE (MM/DD/YY)
8/29/2006

PRODUCER ANDON MEEK 1211 COURT STREET CLEARWATER FL 33756	Serial # 101805	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 CRUM RESOURCES VII, INC. 1-800-277-1820 100 S MISSOURI AVENUE CLEARWATER FL 33756	INSURERS AFFORDING COVERAGE	NAICS
INSURER A: FRANK WINSTON CRUM INSURANCE, INC.		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

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 OF 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.

LINE	ADDL. INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASS MACE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIED FOR <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one day) \$ MED EXP (Any one person) \$ PERSONAL & ADV BLDY \$ GENERAL AGGREGATE \$ PRODUCTS - COMBINED AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (All Accidents) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		TRUCKER LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY ACC \$
		UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLASS MACE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		EMPLOYERS' COMPENSATION AND LIABILITY ANY EMPLOYEES / DIRECTOR / EXECUTIVE OFFICER / INSURED LIABILITY TYPE: <input type="checkbox"/> SCHEDULED <input type="checkbox"/> NON-SCHEDULED	WC 9 0000 0000	1/1/2006	1/1/2007	<input checked="" type="checkbox"/> WC SCHEDULED LIMITS <input type="checkbox"/> OTHER \$1 EACH ACCIDENT \$ 1,000,000 \$1 DISEASE - EA EMPLOYEE \$ 1,000,000 \$1 DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 THIS CERTIFICATE REMAINS IN EFFECT PROVIDED THE CLIENT'S ACCOUNT IS IN GOOD STANDING WITH CRUM RESOURCES VII, IN COVERAGE IS NOT PROVIDED FOR ANY EMPLOYEE FOR WHICH THE CLIENT IS NOT REPORTING HOURS TO CRUM RESOURCES VII, IN EFFECTIVE 07/10/2006, APPLIES TO 100% OF THE EMPLOYEES OF CRUM RESOURCES VII, IN LEASED TO DEVELOPMENT & COMMUNICATION GROUP OF FLORIDA, 305-661-6428

CERTIFICATE HOLDER Town of Miami Lakes Alex Rey-Town Manager 15000 NW 57 Ave Miami Lakes, FL 33014	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 SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

Minutes of Special Meeting of Directors

of

**Development and Communication Group of Florida, Inc.
date of incorporation : March 27, 1992**

The Special Meeting of Board of Directors was Held at 9700 South West 104th Street, Miami, Florida 33176 on the 1 day of January, 2003, at 12:00 o'clock PM

The following were present:

Carlos Petersen
Patricio De Arcos
Maria I. De Arcos

being a quorum and all of Directors of the corporation.

Carlos Petersen was nominated and elected Temporary Chairman and acted as such until relieved by the President. Patricio De Arcos was nominated Vice- President - Director and acted as such until relieved by the Permanent Secretary.

The Chairman brought to the attention of the Board of Directors the matter of Patricio De Arcos, Vice- President-Director, having the authority to open, manage, operate and close bank accounts, sign contract and bids on behalf of the Corporation.

Upon motion duly made, seconded and unanimously carried, it was:

RESOLVED that the Corporation shall designated and grant the power to Patricio De Arcos, as Vice-President-Director, to open, manager, operate and close bank accounts, sign contract and bids, for and on behalf of the Corporation at any bank in the United States or abroad. Patricio De Arcos shall be given the power to manage said accounts. Patricio De Arcos shall, for any amount, be authorized to open and to delegate his signature and power of attorney to any person he determines in a letter duly signed and sent in original to the bank officials and further authorized and directed to enable him as Vice-President-Director to close any corporate bank accounts without the necessity of any additional signatures from any other officer.

The being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: 1 day of January, 2003

Maria I. De Arcos- Secretary

Carlos Petersen -Chairman

meetingofdirectors2004/dats2004

15. What equipment do you own that is available for the work?

- Excavator - Bobcat
- Loader
- Backhoe
- Tractor

16. What equipment will you purchase for the proposed work?

None

17. What equipment will you rent for the proposed work?

None

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

Carl W. Peterson (See attached)

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

19.1 The correct name of the Bidder is:

Development and Communication
Group of Florida, Inc.

19.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

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PRESENTATION OF QUALIFICATIONS

CARLOS N. PETERSEN

(W-191) 367 (Inventor) ...
(Inventor of ...)

LICENSED GENERAL CONTRACTOR
CONSTRUCTION MANAGER
ENGINEERING CONTRACTOR

In general ...

1160 S.W. 39th Avenue
Miami, Florida 33184
developmentfl@aol.com
Phone: 305-596-0611
Fax: 305-661-6428

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PROFILE

- Licensed General Contractor with over twenty-five years of successful Construction Management and Civil Engineering experience in Residential and Commercial Construction.
- Project experience includes structures, earthwork, water, sewer and sanitation systems, drainage, electrical work, pipelines, fiber optic installation, paving, landscaping, etc.
- Consistently demonstrated ability to manage and complete multiple multi-million dollar projects within time and budgetary constraints, and achieve profit goals.

LICENSES

State Certified General Contractor (CGC #028501)
Pipeline Engineering Contractor (Miami-Dade #E244CC)
General Engineered Construction Contractor (Broward CC #031741-W)
Engineering Land Clear & Grubbing (Miami-Dade Public Works)
General Building Contractor (Miami-Dade #4972114)
Structural Masonry Inspector (Florida Concrete & Products Assoc.)
Construction Project Administration & Claims Avoidance Certification (American Society of Civil Engineers)
Operation & Installation Certification (Hughes Network Satellite Systems)

QUALIFYING AGENT

As a Qualifying Agent for Development and Communication Group of Florida, Inc., enabled company to qualify for:
Minority Business Enterprise (MBE) Certified (Broward County, Florida State #05-E0758)
DBE Affirmative Action Plan Approval (Florida Department of Transportation)
Community Small Business Enterprise (CSBE) (Miami-Dade #6586)
Micro/Small Business Enterprise (MICRO/SBE) (Miami-Dade #10991)
General Contractor (M/WBE - #3 7007-5219-03)
School Board of Broward County

EDUCATION

Bachelor of Science Degree in Civil Construction, 1971
University of Santiago, Santiago de Chile

Bachelor of Science Degree (General Studies), 1995
German School, Santiago de Chile

Professional Training: Hubs and Airport Satellite System Installation, Tracking Systems (Hughes Satellite Systems); Engineering Pipeline Course (German School, Santiago de Chile) ...

AFFILIATIONS

Home Builder's Association; Latin Builder's Association

LANGUAGES

Oral and Written Fluency in English, Spanish and German

Central Florida Investments (Continued)

Construction disciplines included original site development and construction, high-rise structural and concrete inspections, sanitation, water, drainage, and fiber optic installation. In addition, prepared construction estimates, bid documents and schedules, and coordinated quality control inspections. In addition, negotiated construction subcontracts with Winter Park Construction, Essex Construction, Roger Kennedy Company, T & G Construction and AMEC.

Residential Projects Included:

- ✓ Westgate Lakes Resorts - \$8.9+ million, 910,590 sq. ft. project with twenty-two buildings (4-6 stories) and 1,094 units
- ✓ Westgate Lakes Facility Building - \$11.3 million, 125,620 sq. ft.
- ✓ Westgate Lakes Villas - \$28.2 million, 245,000 sq. ft. project with five buildings and 172 units, plus site development

1990 - 1994

The Group Construction, Miami, Florida

General Project Manager / Qualifying Agent

Managed all aspects of construction operations and directly supervised projects in South Florida. Also served as Qualifying Agent.

Residential Projects Included:

- ✓ Landings of Largo (Key Largo, FL) - \$10.4 million, 174,000 sq. ft. project with twelve buildings (2-3 stories) and 120 units
- ✓ Vista del Lago (Miami, FL) - \$5.8 million project with twelve buildings (4-5 stories) and 240 units

1985 - 1990

H & Z Construction, Miami, Florida

General Manager

Overall management responsibility for construction of a number of individual units for restaurant chains. Also managed projects for various other private organizations.

1979 - 1985

Palmaraje Investment Group, Higuerote, Venezuela

Director of Construction

Managed construction projects from site development to construction of high-rise buildings and single-family homes.

Residential Projects Included:

- ✓ \$3.65 million project including construction of eight buildings with 120 units in each and 456 single-family homes

1973 - 1978

Architectural Firm of Quintana & Associates, San Juan, Puerto Rico

Construction Manager

Managed residential construction projects from project design, construction schedules, owner approvals, selection of sub-contractors, field supervision and quality control.

PROFESSIONAL EXPERIENCE

2001 - Present

Development and Communication Group of Florida, Miami, Florida
President

Responsible for all administrative, financial and managerial functions for general contracting firm developing numerous and various civil engineering and construction projects throughout South Florida. Company employs a core group of five and hires up to thirty employees per project. Type of work includes site development, demolition, excavation, improvements, roadwork, drainage, paving, parking, landscaping, electrical, sidewalks, curbs, concrete work, underground pipes, HVAC Systems, and support systems.

Projects Include:

- ✓ Friedland Manor Water Main Improvements (Florida City)
- ✓ Canal Street Parking Lot (City of Miami Springs)
- ✓ Gwen Cherry #5 (Miami-Dade Housing Agency)
- ✓ Drainage, Water and Sewer (Albertson's Store #4327)
- ✓ Sunset Drive Roadway Improvements (City of South Miami)
- ✓ Jet Fuel Facility Oil Water Separator Refurbished and Installed Including Excavation and Trenching Iron Pipes and Accessories (Miami International Airport)
- ✓ Earthwork, Water, Sewer, Drainage, Paving and Lift Station (Salvation Army)
- ✓ Royal Oaks Park Muck/Vegetation Removal and Berm Formation (City of Miami Lakes)
- ✓ Drainage Water and Sewer (Hollywood Warehouse)
- ✓ Dante Pascali Demolition, Drywall, Framing, A/C and Electrical (Miami-Dade Housing Agency)
- ✓ Earthwork and Paving (Islamic School of Miami)
- ✓ South Dade Greenway Tree Removal (Miami-Dade County Parks and Recreation Department)
- ✓ Poppleton Creek Contamination and Debris (City of Stuart)
- ✓ Force Main Replacement (Forest Boulevard)
- ✓ Drainage System (Masjid Jama'at-Al-Mumlineen Mosque)

1995 - 2000

Central Florida Investments, Orlando, Florida
Director of Construction

Administrative, financial and managerial responsibility for all aspects of construction for company with over \$210 million in annual time share sales and over 11,000 employees, including up to ninety construction personnel and up to \$380 million in annual construction projects. Supervised all construction elements from architectural plans and specifications, through mechanical, engineering and plumbing design (MEP), to finished construction for multi-million dollar residential projects.

- 19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Carlos W. Peterson - President.

- 19.4. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

None

- 19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

- 19.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

None

- 19.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

NAME
Patricio de Azevedo

RELATIONSHIPS

- Director

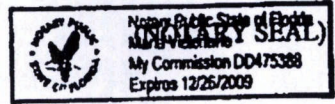
Pat de Azevedo

Signature of entity submitting supplement form

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

The foregoing instrument was acknowledged before me this 08 day of December
2006, by Rafael de Aroos who is personally known to me or who has produced
as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 08 day of December 2006.



D. Vukobratovic

(Signature of person taking acknowledgment)

TOWN OF MIAMI LAKES

SECTION 12
PERFORMANCE BOND

Bond #23611

PROJECT TITLE: MIAMI LAKES PARK GRANT IMPROVEMENTS (the "Project")
CONTRACTOR:
CONTRACT NO: CONTRACT DATED:

STATE OF § Florida
COUNTY OF § Miami Dade

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, Development & Communication Group of Florida, Inc. of the City of Miami, County of Dade, and State of Florida, as Principal, and Lincoln General Insurance Company, authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The Town of Miami Lakes, as Obligee, in the penal sum of ~~Three Hundred Ninety Two Thousand Two Hundred Sixty~~ Five Dollars & 00/100 Dollars (\$ 392,265.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with Obligee, dated the 2 day of APRIL, 2007, for the construction of the Public Works Improvements (the "Contract"), which Agreement is by reference made a part of this Bond.

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

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

- (1) Complete the Agreement in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completion of the Agreement in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Agreement in accordance with its terms

and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price: but not exceeding the amounts set forth in the first paragraph hereof.

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder and further agrees to all of the terms contained in the Agreement.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19th day of January, 2007

Witness: *Malis J. de Ara*

Witness: *Burton Harris*

Principal Development and Communication Group of Florida, Inc.

Surety Lincoln General Insurance Company

By: *[Signature]*

By: *[Signature]*

Name: Carlos W. Petersen
(Print)

Name: Burton Harris
(Print)

Title: President

Title: Attorney-In-Fact & Fla Resident Agent
#A111883

Address: 9065 S. W. 87th Ave., #110
Miami, FL 33176

Address: 3501 Concord Road
York, PA 17402

The name and address of the Resident Agent for service of process on Surety is:

Name: Burton Harris

Address: 10131 S. W. 40th Street, Miami, FL 33165

Phone: (305) 552-5414

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 13

Bond #23611

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: MIAMI LAKES PARK GRANT IMPROVEMENTS
 CONTRACTOR:
 CONTRACT NO: CONTRACT DATED:

STATE OF § Florida
 COUNTY OF § Miami Dade

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we Development & Communication Group of Florida, Inc.
_____, of the City of Miami, County of Dade, State of Florida, as Principal, and Lincoln General Insurance Company corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Town of Miami Lakes, as Obligee, in the sum of \$ 392,265.00 for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in Contract No. (044533093) between Principal and Obligee (the "Contract") for construction of the NW 82ND AVENUE DRAINAGE IMPROVEMENTS, the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any

such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on APRIL 2, 2007.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19th day of January, 2007.

Witness: [Signature]

Witness: [Signature]

Principal Development and Communication Group of Florida, Inc.

Surety Lincoln General Insurance Company

By: [Signature]

By: [Signature]

Name: Carlos N. Petersen

Name: Burton Harris

(Print)

(Print)

Title: President

Title: Attorney-In-Fact & Fla. Resident Agent #A111883

Date: 1/2/07

Date: January 10, 2007

Address: 9063 SW 87 AVE
25E 110 Miami FL 33176

Address: 3501 Concord Road, York, PA 17402

The name and address of the Resident Agent for service of process Surety is:

Name: Burton Harris

Address: 10131 S. W. 40th Street, Miami, FL 33165

(305) 552-5414

Phone: _____

LINCOLN GENERAL INSURANCE COMPANY

POWER OF ATTORNEY

Bond #23611

KNOW ALL MEN BY THESE PRESENTS; That Lincoln General Insurance Company, organized and existing by virtue of the Laws of the Commonwealth of Pennsylvania, does hereby nominate, constitute and appoint:

Burton Harris, Christine Marshall Harris, Marina Mercedes Ramil

Its true and lawful Attorney(s)-in-Fact to sign, seal and execute for and on its behalf, as surety, bonds, undertakings, and other obligatory instruments of similar nature, and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation, and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

RESOLVED that this Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the Board of Directors of Lincoln General Insurance Company on the 4th day of September, 2002.

RESOLVED that the President, an Executive or Senior Vice President, or any Vice President of the Company, together with the Secretary or any Assistant Secretary are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute sign, seal and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER that the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing or photocopying.

IN WITNESS WHEREOF, Lincoln General Insurance Company has caused its corporate seal to be affixed and these presents to be signed by its duly authorized officers this 15th day of October, 2004.

[Handwritten signature]

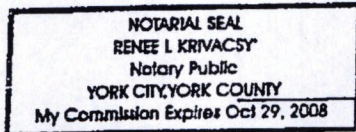
Secretary

[Handwritten signature]

President

On this 15th day of October, 2004, before me personally came John T. Clark, to me known, who being duly sworn, did depose and say: that he is the President of the Corporation described in and which executed the above instrument: that he knows the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company, and that he executed the said instrument by like order and authority and the same was his free act and deed.

The Commonwealth of Pennsylvania
York County



[Handwritten signature]

I, Gary J. Orndorff, Secretary of Lincoln General Insurance Company, a corporation of the Commonwealth of Pennsylvania do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at York, Pennsylvania, this 19th day of January, 2007.

[Handwritten signature]

Secretary

TOWN OF MIAMI LAKES

SECTION 14

NOTICE OF INTENT TO AWARD

TO: Development and Communication Group of Florida
Contractor

9065 S.W. 87th Ave, Suite 110 Miami, Florida 33176
Address

ATTN: Patricio De Arcos, Director
Name and Title

PROJECT: Miami Lakes Park Grant Improvements (the "Project")
Town of Miami Lakes

Gentlemen:

This is to advise that the Town of Miami Lakes intends to award the Contract for the above referenced Project as a result of your Bid of: Three hundred ninety two thousand two hundred sixty five dollars and no cents (\$392,265.00) submitted to the Town of Miami Lakes (Owner) on December 11, 2006.

Four (4) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract and the requirement for providing the Performance Bond and Payment Bond for the Project. Please execute all copies of the Contract and attach a copy of the Performance Bond and Payment Bond to each Contract and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance Bond attached is not executed and delivered to the Owner and all other requirements of the Instructions to Bidders met within ten (10) consecutive calendar days from January 15, 2007.

Sincerely yours,

By: 

Joliette Woodson, P.E.

TOWN OF MIAMI LAKES

SECTION 15

NOTICE TO PROCEED

TO: Development and Communication Group of Florida
Contractor

9065 S.W. 87th Ave, Suite 110
Street Address

Miami, Florida 33176
City, State, Zip

ATTN: Patricio De Arcos, Director
Name and Title

PROJECT: Miami Lakes Park Grant Improvements (the "Project")
Town of Miami Lakes

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Engineer. The Commencement date is APRIL 2, 2007. Completion date shall be OCTOBER 2, 2007.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Engineer in charge of the Work for the Town of Miami Lakes will be:

R. Russell Barnes, III, P.E.

Kimley-Horn and Associates, Inc.
5200 N.W. 33rd Avenue, Suite 109
Fort Lauderdale, FL 33309
954-535-5100

Sincerely yours,

Joliette Woodson, P.E.

Form **W-9**
(Rev. January 2002)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name
Development & Communication Group of Florida Inc.

Business name, if different from above

Check appropriate box: Individual Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
9700 SW 104 St.

City, state, and ZIP code
Miami, FL 33176

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number

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

or

Employer identification number

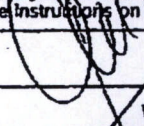
6	5	0	3	2	2	3	2	8
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Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - I am a U.S. person (including a U.S. resident alien).

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

Sign Here Signature of U.S. person  Date **1/28/04**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

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