

INVITATION TO BID

ALAMEDA NORTHWEST AND WEST LAKES GARDENS SECOND ADDITION DRAINAGE IMPROVEMENT PROJECTS

ITB No. 2022-35



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Jeffrey Rodriguez
Councilmember Carlos Alvarez
Councilmember Joshua Dieguez
Councilmember Luis Collazo
Councilmember Marilyn Ruano
Councilmember Tony Fernandez**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	July 14, 2022
Non-Mandatory Pre-Bid Conference	11:30 AM EST, July 21, 2022
Bids Due	11:00 AM EST, August 15, 2022

Alameda Northwest and West Lakes Gardens Second Addition
Drainage Improvement Projects
ITB 2022-35

Table of Contents

Section A. NOTICE TO BIDDERS.....	5
Section B. INSTRUCTIONS TO BIDDERS	7
B1 DEFINITION OF TERMS.....	7
B2 BID PROCESS	9
B2.01 GENERAL REQUIREMENTS FOR BID PROCESS	9
B2.02 PREPARATION OF BID	9
B2.03 ESTIMATED QUANTITIES	9
B2.04 LINE-ITEM QUANTITIES	9
B2.05 ADDITIONAL LINE-ITEM PRICING	9
B2.06 BID PREPARATION COSTS AND RELATED COSTS	9
B2.07 PRE-BID CONFERENCE	10
B2.08 QUALIFICATION OF BIDDERS	10
B2.09 EXAMINATION OF CONTRACT DOCUMENTS	10
B2.10 INTERPRETATIONS AND CLARIFICATIONS	10
B2.11 POSTPONEMENT OF BID OPENING DATE	10
B2.12 ACCEPTANCE OR REJECTION OF BIDS.....	11
B2.13 WITHDRAWAL OF BID	11
B2.14 OPENING OF BIDS	11
B2.15 LOCAL PREFERENCE	11
B2.16 TIE BIDS.....	11
B2.17 AWARD OF CONTRACT(S)	11
B2.18 BID PROTEST PROCESS.....	12
B2.19 EXECUTION OF CONTRACT	12
B2.20 PERFORMANCE & PAYMENT BONDS.....	12
B3 REQUIRED FORMS & AFFIDAVITS	12
B3.01 COLLUSION	12

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT	12
B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK	12
B3.04 PUBLIC RECORDS AFFIDAVIT.....	13
B3.05 PUBLIC ENTITY CRIMES ACT	13
Section C. GENERAL TERMS & CONDITIONS	14
C1 GENERAL REQUIREMENTS	14
C1.01 GENERALLY	14
C1.02 RULES AND REGULATIONS.....	14
C1.03 HOURS FOR PERFORMING WORK	14
C1.04 SUBCONTRACTORS	14
C1.05 CONSULTANT SERVICES	15
C1.06 AUTHORITY OF THE PROJECT MANAGER	15
C1.07 INDEPENDENT CONTRACTOR	16
C1.08 THIRD-PARTY BENEFICIARIES.....	16
C1.09 ASSIGNMENT OR SALE OF CONTRACT	16
C1.10 TIME FOR COMPLETION	16
C1.11 APPLICABLE LAW AND VENUE OF LITIGATION	16
C1.12 NON-EXCLUSIVE CONTRACT	16
C1.13 SEVERABILITY	17
C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS	17
C1.15 ENTIRE AGREEMENT	17
C1.16 INTENTION OF THE TOWN.....	17
C1.17 PRIORITY OF PROVISIONS.....	17
C1.18 ROYALTIES AND PATENTS	18
C1.19 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION	18
C1.20 PAYMENT OF MATERIALS STORED ONSITE	18
C1.21 VEHICLES & EQUIPMENT	18
C1.22 OWNERSHIP OF THE WORK	18
C1.23 TOWN LICENSES, PERMITS AND FEES.....	19
C1.24 TAXES	19
C1.25 REMOVAL OF UNSATISFACTORY PERSONNEL	19

C1.26 DEFECTIVE OR NON-COMPLIANT WORK	19
C1.27 COMPLIANCE WITH APPLICABLE LAWS	20
C1.28 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA	20
C1.29 NOTICES	20
C2 INDEMNITY & INSURANCE	21
C2.01 INDEMNIFICATION	21
C2.02 CONTRACTOR’S RESPONSIBILITY FOR DAMAGES TO THE WORK	21
C2.03 DEFENSE OF CLAIMS	22
C2.04 INSURANCE	22
C3 PUBLIC RECORDS	24
C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS	24
C4 CONTRACT MODIFICATION AND DISPUTE PROCESS	24
C4.01 CHANGE ORDERS	24
C4.02 FORCE MAJEURE	25
C4.03 EXTENSION OF TIME	26
C4.04 EXCUSABLE DELAY, NON-COMPENSABLE	27
C4.05 CLAIMS	27
C4.06 CONTINUING THE WORK	28
C4.07 FRAUD AND MISREPRESENTATION	28
C4.08 STOP WORK ORDER	28
C4.09 MATERIALITY AND WAIVER OF BREACH	29
C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN	29
C4.11 CONTRACT EXTENSION	29
C5 EARLY TERMINATION & DEFAULT	29
C5.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS	29
C5.02 CONTRACTOR DEFAULT	29
C5.03 TERMINATION FOR CONVENIENCE	30
C5.04 REMEDIES AVAILABLE TO THE TOWN	31
C5.05 FUNDS AVAILABILITY	31
C6 PAYMENT PROCESS	31
C6.01 COMPENSATION	31

C6.02 ESTIMATED QUANTITIES	32
C6.03 LINE-ITEM PRICING	32
C6.04 LINE-ITEM QUANTITIES	32
C6.05 ADDITIONAL LINE-ITEM PRICING	32
C6.06 REIMBURSIBLE EXPENSES	32
Section D. SPECIAL TERMS & CONDITIONS.....	33
D1 SCOPE OF WORK	33
D2 CONTRACT TERM	33
D3 COMPENSATION	33
D4 SPECIFICATIONS	33
D5 LIQUIDATED DAMAGES	33
D6 WARRANTY	34
D7 SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION	34
D8 ACCEPTANCE AND FINAL PAYMENT	35
D9 E-VERIFY	35
D10 NPDES REQUIREMENTS	36
D11 STAGING SITE	36
ATTACHMENT A. CONTRACTOR'S BID.....	37

SECTION A. NOTICE TO BIDDERS

ITB Name: Alameda Northwest and West Lakes Gardens Second Addition
Drainage Improvement Projects
ITB No.: 2022-35
Pre-Bid Conference: 11:30 AM EST, July 21, 2022
Bids Due: 11:00 AM EST, August 15, 2022

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms for the Alameda Northwest and West Lakes Gardens Second Addition Drainage Improvement Projects ("Project"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can bring this Project in on time, within budget and according to the plans and specifications, with a minimum of issues and change orders.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM on August 15, 2022**, at which time the Bids will be opened.

A Non-Mandatory, Pre-Bid Conference is scheduled for 11:30 AM July 21, 2022, at Town of Miami Lakes Town Hall. It is strongly recommended that potential Bidders attend this meeting. The meeting space has limited capacity, so we request that no more than two representatives from any one company attend the meeting.

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at [Town of Miami Lakes - Growing Beautifully - Current Solicitations \(miamilakes-fl.gov\)](http://TownofMiamiLakes-GrowingBeautifully-CurrentSolicitations(miamilakes-fl.gov)), on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

To be eligible for award of this project, bidders must:

1. Possess a minimum of five (5) years of experience performing drainage improvement work of a similar size, scope, and complexity for local and county government agencies.
2. Must have completed at least five (5) drainage improvement projects in the past three (3) years demonstrated through five (5) Form CRL – Client Reference Letters;
3. Possess a valid State of Florida Certified General Contractor license or a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor; and
4. Self-perform at least thirty percent (30%) of multiple trade work.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

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 solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this, or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments, and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.

17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.
18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Free on Board (F.O.B.)** means the Contractor is solely responsible for the purchase, delivery, off-loading, and installation of all equipment and material(s) and assumes all liability for replacement of any damaged equipment or material(s) and filing any and all claims with suppliers.
20. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
21. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
22. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
23. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
24. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
25. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
26. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
27. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
28. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment, or services necessary to perform the Work.
29. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
30. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved unless a temporary certificate of completion has been issued.
31. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
32. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
33. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
34. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) Joint Venture or Teaming Agreements

Joint venture firms or teaming agreements will not be considered for award under this ITB.

B2.02 PREPARATION OF BID

The Bid Form contains multiple line-items, and the Bidder must provide prices for all line-items and must provide the price for the total Bid amount. Failure to include pricing on all line-items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses, and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the term of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 ADDITIONAL LINE-ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line-items the Town will do so through the Change Order process.

B2.06 BID PREPARATION COSTS AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town, or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as

defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07 PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33014 at 11:30 AM, on Thursday, July 21, 2022.

B2.08 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

B2.09 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors, or discrepancies.
- b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

B2.10 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.11 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

B2.12 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) *Unbalanced Bids*

The Town reserves the right to reject any Bid where the line-item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

B2.13 WITHDRAWAL OF BID

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

B2.14 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.15 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at [Town of Miami Lakes - Growing Beautifully - Local Preference \(miamilakes-fl.gov\)](http://Town of Miami Lakes - Growing Beautifully - Local Preference (miamilakes-fl.gov)).

B2.16 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

B2.17 AWARD OF CONTRACT(S)

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and

conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.18 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at [Town of Miami Lakes - Growing Beautifully - Home \(miamilakes-fl.gov\)](http://Town of Miami Lakes - Growing Beautifully - Home (miamilakes-fl.gov)).

B2.19 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section E, together with the acceptable bonds as required in Article B2.20, Performance & Payment Bonds, below.

B2.20 PERFORMANCE & PAYMENT BONDS

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, submit a performance and payment bond ("Bond") using the attached Performance Bond forms in the amount of the contract value. The Bond will guarantee the completion of the Work covered by the Contract Documents as well as the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including the option to renew years.

The Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as a surety.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such ITB. Related parties mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section E, Forms.

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section E, Forms, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or

on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers, and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

B3.05 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 from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

C1.02 RULES AND REGULATIONS

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

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules, and regulations will apply.

C1.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

C1.04 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute

Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure to include this form may result in the Bid being rejected as non-responsive.

C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

C1.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to a designee.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager, or designee.

The Project Manager will not be responsible for the means, methods, techniques, sequences, or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

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

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

C1.07 INDEPENDENT CONTRACTOR

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

C1.08 THIRD-PARTY BENEFICIARIES

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

C1.09 ASSIGNMENT OR SALE OF CONTRACT

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

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

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

C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

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

C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

C1.13 SEVERABILITY

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

C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

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

C1.15 ENTIRE AGREEMENT

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

C1.16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C1.17 PRIORITY OF PROVISIONS

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

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

C1.18 ROYALTIES AND PATENTS

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

C1.19 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all Federal, State of Florida, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval by the Town. Requests for material storage shall be done using the appropriate Town form by the Project Manager. The Town's Forms are available on the Town's website.

C1.20 PAYMENT OF MATERIALS STORED ONSITE

The Town may pay for materials stored onsite upon request by the Contractor, and Town approval. Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated in the Work, but where delivery has been completed and are suitably stored on the worksite. Approval of payment applications for such stored items on the worksite shall be conditioned upon submission by the Contractor of bills of sale and required insurance, or such other procedures to establish owner's title to such materials and equipment, or otherwise to protect owner's interest which are satisfactory to the Town. When payment for materials stored is permitted, Contractor must submit a separate Schedule for Materials Stored showing line-item, description, previous value received, value incorporated into the Work and present value.

C1.21 VEHICLES & EQUIPMENT

Contractor must 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 Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

C1.22 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

C1.23 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the 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 must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must 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 ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. 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.

C1.24 TAXES

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

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

C1.25 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

C1.26 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect, and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager has the authority to cause the defective/non-compliant Work to be removed or corrected or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections, or repairs, will be paid for out of any monies due or which may become due the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

C1.27 COMPLIANCE WITH APPLICABLE LAWS

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

C1.28 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

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

C1.29 NOTICES

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

For Town:

Mr. Edward Pidermann

Lorenzo Cobiella

Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Deputy Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
cobiellal@miamilakes-fl.gov

For Contractor:

Delio A. Trasobares
President
Metro Express, Inc.
9390 NW 109 St
Medley, FL 33178
delio@metroexpresscorp.com

Space intentionally left blank

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

C2 INDEMNITY & INSURANCE

C2.01 INDEMNIFICATION

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

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

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

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

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost

to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

C2.03 DEFENSE OF CLAIMS

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

C2.04 INSURANCE

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

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest

edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, 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.

- (1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
- (2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
- (3rd) CGL Required Endorsements:
 - a) Employees included as insured
 - b) Contingent Liability/Independent Contractors Coverage
 - c) Contractual Liability
 - d) Waiver of Subrogation
 - e) Premises and/or Operations
 - f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
 - g) Loading and Unloading
 - h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed, or rented by Contractor or employees of the Contractor.

d. Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

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

C3 PUBLIC RECORDS

C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

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

f. Public Records

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

g. Retention and Transfer of Public Records

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

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

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the

Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached, and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten percent (10%) inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

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

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

C4.02 FORCE MAJEURE

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

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will

not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

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

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures whether before or after the occurrence of the cause of delay.

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

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

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

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

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

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

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

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

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not to be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

C4.07 FRAUD AND MISREPRESENTATION

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

C4.08 STOP WORK ORDER

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

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

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

C4.09 MATERIALITY AND WAIVER OF BREACH

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

C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS

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

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

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

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

C5.02 CONTRACTOR DEFAULT

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

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;

4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

h. Notice of Default – Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

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

i. Termination for Default

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

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

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

C5.03 TERMINATION FOR CONVENIENCE

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

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

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;

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

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

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

C5.04 REMEDIES AVAILABLE TO THE TOWN

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

C5.05 FUNDS AVAILABILITY

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

C6 PAYMENT PROCESS

C6.01 COMPENSATION

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form and full complete the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice Form is available on the Town's website [at Town of Miami Lakes - Growing Beautifully - Invoice \(miamilakes-fl.gov\)](http://miamilakes-fl.gov).

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

C6.02 ESTIMATED QUANTITIES

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

C6.03 LINE-ITEM PRICING

Line-item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article C6.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line-item prices, and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line-item prices for all line items the Bid will be rejected as non-responsive.

C6.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

C6.05 ADDITIONAL LINE-ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

C6.06 REIMBURSIBLE EXPENSES

Certain Project expenses may or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 SCOPE OF WORK

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for drainage and road improvements including drainage system installation, milling, and resurfacing, thermoplastic pavement markings, and site restoration [including landscaping swale, concrete curb and gutter, driveways (asphalt, paver, or concrete) mailbox, street signs, etc.] as detailed in the plans and specifications provided as a separate attachment titled Exhibit A.

D2 CONTRACT TERM

The Contract will become effective on the date it is executed by both parties and shall remain in effect until the expiration of the Warranty period(s). The Contractor shall obtain Substantial Completion of the Work within two hundred thirty (230) Days of the Notice to Proceed being issued by the Town. Contractor must obtain Final Completion within thirty (30) Days after obtaining Substantial Completion.

D3 COMPENSATION

Contractor shall provide the Town with an invoice within thirty (30) days of the date services were rendered. At a minimum, the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed, including a detailed list of area where Work was performed, the products and applicable quantities applied per area of Work.
- Monthly or quarterly price(s) of Work performed
- Total value of the invoice

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

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Services not performed or materials not furnished or where the Service has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the line-item prices specified in the Bid Form of the Contract.

D4 SPECIFICATIONS

Florida Department of Transportation (FDOT) and Miami-Dade Transportation and Public Works Department (MDTPW) specifications apply in the performance of the Work and all applicable specifications are hereby incorporated by reference. The Town may, at its sole discretion, make changes to the FDOT and MDTPW specification and the Contractor will be advised of any such changes.

D5 LIQUIDATED DAMAGES

The Town may establish liquidated damages on the Noticed to Proceed.

The Contractor is obligated and guarantees to obtain Substantial and Final Completions of the Project within the timeframes established in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of one thousand dollars (\$1000), which

is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount available under contracts the Contractor has with the Town is less than the number of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor in writing that it is incurring liquidated damages.

D6 WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year, or the time frame stipulated then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Completion of the Project.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor and Contractor will reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

D7 SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION

The Work will be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material or substantial variations from the Contract and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager and the Contractor will sign the Substantial Completion Inspection Form. The signing of this form does not relieve the Contractor from its obligation to complete the Project.

During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work must be identified on this form, and it will be known as Punch List Work. The Punch List must be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List will not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

The Project Manager or Consultant, and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon Substantial Completion and the receipt and acceptance of any required documentation, including warranty documents, the Project Manager will determine that a Project has achieved Final Completion and authorize final payment.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

D8 ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Project Manager will, within ten (10) calendar days, make an inspection thereof. If Project Manager find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that the requirements of the Contract have been performed and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Contractor must deliver to the Project Manager a final release of all liens arising out of the Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; operations and maintenance data, and the final bill of materials, if required, and payment application. Contractor must deliver the written Contractor's and all Manufacturer's warranties prior to issuance of the final invoice.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Town will, upon such certification of Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing final payment, except that it will not constitute a waiver of claims.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

D9 E-VERIFY

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the Term of the Contract and must expressly require any Subcontractors performing Work or providing services pursuant to the Contract to likewise utilize the U.S Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Subcontractor.

D10 NPDES REQUIREMENTS

Contractor must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at <http://www.dep.state.fl.us/water/stormwater/npdes/>. Contractor is responsible for obtaining, completing, and paying for any required NPDES application or permits that may be required.

D11 STAGING SITE

The Contractor is solely responsible for making all arrangements for daily staging site(s) that may be necessary for the performance of the Service. The Town shall not be responsible for any security or any loss, damage or theft to the Contractor's vehicles, equipment, or materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site should the Contractor cause any damage to the area.

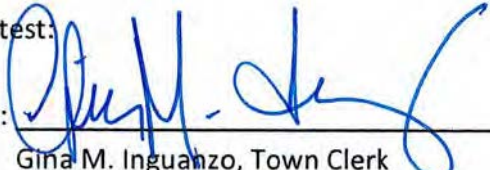
END OF SECTION
SIGNATURE PAGE FOLLOWS

CONTRACT EXECUTION FORM

This Contract 2022-35 made this 6th day of October in the year 2022 in an amount not to exceed \$ 1,792,338 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Metro Express, hereinafter called the "Contractor."

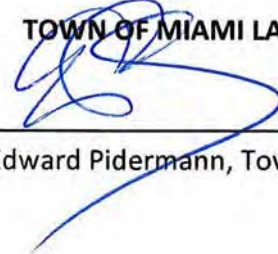
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

By: 

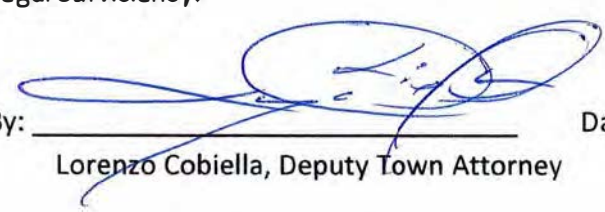
Gina M. Inganzo, Town Clerk

TOWN OF MIAMI LAKES

By: 

Edward Pidermann, Town Manager

Legal Sufficiency:

By: 

Lorenzo Cobiella, Deputy Town Attorney

Date: October 6, 2022

Signed, sealed, and witnessed in the presence of:

CONTRACTOR

Metro Express, Inc.
(Contractor's Name)

By: 

By: 

Name: Delio A. Triasobas

Title: President

Date: _____

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

CORPORATE RESOLUTION

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

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

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

Delio A. Trasobares is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20____.


Corporate Secretary

(Corporate Seal)



October 4, 2022

Metro Express, Inc.
9390 NW 109th Street
Medley, FL 33178

RE: Town of Miami Lakes, Alameda Northwest and West Lakes Gardens Second Addition Drainage Improvement Project

Dear Delio:

Enclosed please find the Performance & Payment Bond for the captioned project, per your request. Also enclosed is a "Duplicate Original" for recording with the appropriate clerk of courts. Please forward a copy of the complete contract at your earliest convenience.

Since the contract is not yet dated, we did not date the bonds or powers of attorney. We hereby authorize either you or the obligee to insert the dates on both the bonds and the powers of attorney once the contract is dated. You can date the bonds and powers the same date as the contract if you'd like.

Should you have any questions in this regard, please do not hesitate to contact either Michael Bonet or myself at (305) 648-7504.

Thank you for choosing Risk Strategies for your Surety Bonding needs.

Sincerely,

Stefany Delgado
Account Manager

This is the *front page* of the performance/payment bond issued in compliance with
Florida Statute Chapter 255.05

Surety Name: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Bond Number: 107555221

Contractor Name: Metro Express, Inc.
9390 NW 109th Street
Medley, FL 33178

Owner Name: The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

Project Number: 2022-35

Project Description: Alameda Northwest and West Lakes Gardens Second Addition Drainage Improvement

Project Address: Miami Lakes, FL

Legal Description of Property: Miami Lakes, FL

This is the *front page* of the bond. All other pages are subsequent regardless of the
pre-printed numbers.

FORM OF PERFORMANCE BOND (Page 1 of 2)

BY THIS BOND, We Metro Express, Inc., as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of One Million Seven Hundred Ninety Two Thousand Three Hundred Thirty Eight and 00/100 Dollars (\$ 1,792,338.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a **Contract, No. 2022-35**, awarded the ____ day of _____, **20__**, with Town which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and Town for construction of Alameda Northwest and West Lakes Gardens Second Addition Drainage Improvement Project, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Contractor shall be, and declared by Town to be, in default under the Contract, Town having performed Town obligations hereunder, the Surety may promptly remedy the default, or shall promptly:
 - 4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or
 - 4.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible Bidder, or, if Town elects, upon determination by Town and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Town, 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, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

FORM OF PERFORMANCE BOND (Page 2 of 2)

No right of action shall accrue on this bond to or for the use of any person or corporation other than Town named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

Contractor

WITNESSES:

Delio A. Giron
Secretary

(CORPORATE SEAL)

IN THE PRESENCE OF:

Stefan Delgado

Genesis Ferrian
Genesis Ferrian

Metro Express, Inc.
(Name of Corporation)
By: *Delio A. Giron*
(Signature)

Delio A. Trachner
(Print Name and Title)

By: *Michael A. Bonet* Travelers Casualty and
Insurance Company of America
Agent and Attorney-in-Fact Michael A. Bonet

Address: One Tower Square
(Street)

Hartford, CT 06183
(City/State/Zip Code)

Telephone No.: (860) 277-0111



(Notary required for Contractor's Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known *✓*

or produced identification _____ Notary Public – State of *IL*

(type of identification)

My commission expires _____

James J. [Signature]
(Printed, typed or stamped commissioned name notary public)

FORM OF PAYMENT BOND (Page 1 of 2)

BY THIS BOND, We Metro Express, Inc., as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of One Million Seven Hundred Ninety Two Thousand Three Hundred Thirty Eight and 00/100 Dollars (\$1,792,338.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a **Contract No.** 2022-35, for the Alameda Northwest and West Lakes Gardens Second Addition Drainage Improvement, awarded the _____ day of _____, **20**, with Town which Contract are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

FORM OF PAYMENT BOND (Page 2 of 2)

2.4. Any action under this Bond must be instituted in accordance with the longer of the applicable Notice and Time Limitations provisions prescribed in Section 255.05(2), or Section 95-11, Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

Contractor

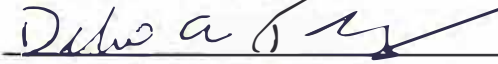
ATTEST:

Metro Express, Inc.

(Name of Corporation)


(Secretary)

By:


(Signature)

(Corporate Seal)

Delia A. Trastner
(Print Name and Title)

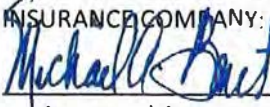
____ day of _____, 20____.

IN THE PRESENCE OF:


Stefany Delgado

INSURANCE COMPANY: Travelers Casualty and Surety
Company of America

By:


Agent and Attorney-in-Fact Michael A. Bonet

Address: One Tower Square
(Street)


Genesis Ferrian

Hartford, CT 06183
(City/State/Zip Code)

Telephone No.: (860) 277-0111



(Notary required for Contractor's Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____  _____

or produced identification _____ Notary Public - State of _____

(type of identification)

My commission expires _____


(Printed, typed or stamped commissioned name notary public)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

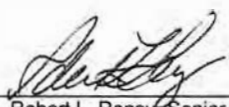
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michael A Bonet** of **MIAMI**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

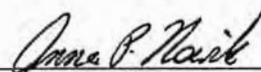
By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

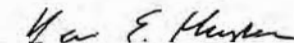
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ATTACHMENT A. CONTRACTOR'S BID

BID FORM

This Bid is submitted on behalf of Metro Express, Inc. (hereinafter "Bidder") located at
(Name of Bidder)

9390 NW 109 St. Mableton, GA 33178, submitted on 8/15/2022
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2022-35 for

Alameda Northwest and West Lakes Gardens second Addition Drainage Improvement
(Solicitation Title)

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

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms, and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county, or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing, or debarment, including the reasons and timeframe.

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

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

BID PRICE

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form-PS to be responsive. A printed copy of the MS Excel Bid Form may be included as part of the Bid Submittal by the Bidder. **Do not** convert the MS Excel Bid Form to a .pdf form.

Bidder's **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents.

Total Bid Amount (written out):

one million seven hundred ninety two thousand three hun.
- thirty eight dollars and zero cents.

Total Bid Amount: \$ 1,792,338.00

Firm's Name: Metro Express, Inc.

SSN or Federal ID No.: 65-0411071 Telephone No.: 305-885-1330

E-Mail Address: info@metroexpress.com Facsimile No.: 305-885-1327

Town/State/Zip: Medley, FL 33178

Printed Name/Title: Delio A. Trascobas Signature: [Signature]
President

ALAMEDA NORTHWEST AND WEST LAKES GARDENS SECOND ADDITION DRAINAGE IMPROVEMENT PROJECTS

ITB 2022-35

Form PS (Bid Form)

West Lakes Gardens Second Addition Drainage Improvements					
PAY ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL
100	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00
101	Maintenance of Traffic	LS	1	\$ 7,500.00	\$ 7,500.00
102	Sediment Barrier	LF	2,345	\$ 3.00	\$ 7,035.00
103	Inlet Protection System	EA	7	\$ 50.00	\$ 350.00
104	Litter Removal	AC	5.26	\$ 100.00	\$ 526.00
105	Mowing	AC	1.64	\$ 100.00	\$ 164.00
106	Clearing & Grubbing	AC	0.01	\$ 50,000.00	\$ 500.00
107	Removal of Existing Concrete	SY	768	\$ 10.00	\$ 7,680.00
108	French Drain 18"	LF	1,298	\$ 175.00	\$ 227,150.00
109	Pipe Culvert, HDPE, Round, 15" SD	LF	196	\$ 132.00	\$ 25,872.00
110	Pipe Culvert, HDPE, Round, 18" SD	LF	133	\$ 145.00	\$ 19,285.00
111	Pipe Culvert, HDPE, Round, 24" SD	LF	28	\$ 155.00	\$ 4,340.00
112	Inlet (Miami-Dade SD 2.2) < 10'	EA	6	\$ 4,000.00	\$ 24,000.00
113	Inlet (Miami-Dade SD 2.2) > 10'	EA	3	\$ 5,000.00	\$ 15,000.00
114	Core Drill (Modify) Existing Structure	EA	4	\$ 500.00	\$ 2,000.00
115	Desilt Drainage Structure	EA	4	\$ 500.00	\$ 2,000.00
116	Manholes, P-8, < 10'	EA	1	\$ 6,000.00	\$ 6,000.00
117	Manholes, P-8, > 10'	EA	6	\$ 6,500.00	\$ 39,000.00
118	Manholes, J-8, > 10'	EA	4	\$ 7,000.00	\$ 28,000.00
119	Milling Exist. Asph. Pavt, 1" AVG Depth	SY	1,954	\$ 3.00	\$ 5,862.00
120	Superpave Asphaltic Concrete, SP-9.5, PG-76-22	TN	302.8	\$ 150.00	\$ 45,420.00
121	Limerock Base, 8" Thick, Primed	SY	1,775	\$ 18.00	\$ 31,950.00
122	Type B Stabilization, 12" Thick, Lbr-40	SY	1,775	\$ 9.00	\$ 15,975.00
123	Concrete Sidewalk, 4" Thick	SY	73	\$ 45.00	\$ 3,285.00
124	Concrete Sidewalk and Driveways, 6" Thick	SY	565	\$ 54.00	\$ 30,510.00
125	Concrete Apron	SY	40	\$ 54.00	\$ 2,160.00
126	Drop Curb-Concrete (Include Saw-Cut)	LF	995	\$ 20.00	\$ 19,900.00
127	Detectable Warnings	SF	60	\$ 25.00	\$ 1,500.00
128	Performance Turf, Sod	SY	11	\$ 9.00	\$ 99.00
129	Reconstruct Paver Driveway	SY	22	\$ 180.00	\$ 3,960.00
130	Single Post Sign, F&I Ground Mount, UP to 12 SF	AS	6	\$ 500.00	\$ 3,000.00
131	Single Post Sign, Remove	AS	6	\$ 50.00	\$ 300.00
132	Thermoplastic, Standard, White, Solid, 24"	LF	45	\$ 5.00	\$ 225.00
133	Thermoplastic, Standard, White, Solid, 12"	LF	331	\$ 2.50	\$ 827.50
134	Thermoplastic, Standard, Yellow, Solid, 6"	LF	500	\$ 1.25	\$ 625.00
135	Retro-Reflective/Raised Pavement Markers	EA	23	\$ 5.00	\$ 115.00
136	Painted Pavement, Standard, White, Solid, 24"	LF	45	\$ 2.00	\$ 90.00
137	Painted Pavement, Standard, White, Solid, 12"	LF	331	\$ 1.00	\$ 331.00
138	Painted Pavement, Standard, Yellow, Solid, 6"	LF	500	\$ 0.75	\$ 375.00
139	Object Marker Type 1	AS	3	\$ 250.00	\$ 750.00
SUB-TOTAL					\$ 603,661.50

Alameda Northwest Drainage Improvements

PAY ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL
100	Mobilization	LS	1	\$ 40,000.00	\$ 40,000.00
101	Maintenance of Traffic	LS	1	\$ 15,000.00	\$ 15,000.00
102	Sediment Barrier	LF	4,819	\$ 3.00	\$ 14,457.00
103	Inlet Protection System	EA	28	\$ 50.00	\$ 1,400.00
104	Litter Removal	AC	18.24	\$ 100.00	\$ 1,824.00
105	Mowing	AC	6.44	\$ 100.00	\$ 644.00
106	Clearing & Grubbing	AC	0.01	\$ 50,000.00	\$ 500.00
107	Removal of Existing Concrete	SY	536	\$ 10.00	\$ 5,360.00
108	French Drain 18"	LF	2,388	\$ 175.00	\$ 417,900.00
109	Pipe Culvert, HDPE, Round, 15" SD	LF	885	\$ 132.00	\$ 116,820.00
110	Pipe Culvert, HDPE, Round, 18" SD	LF	409	\$ 145.00	\$ 59,305.00
111	Pipe Culvert, HDPE, Round, 24" SD	LF	19	\$ 155.00	\$ 2,945.00
112	Inlet (Miami-Dade SD 2.2) < 10'	EA	12	\$ 4,000.00	\$ 48,000.00
113	Inlet (Miami-Dade SD 2.2) > 10'	EA	5	\$ 5,000.00	\$ 25,000.00
114	Core Drill (Modify) Existing Structure	EA	12	\$ 500.00	\$ 6,000.00
115	Manholes, P-8, < 10'	EA	2	\$ 6,000.00	\$ 12,000.00
116	Manholes, P-8, > 10'	EA	9	\$ 6,500.00	\$ 58,500.00
117	Manholes, J-8, < 10'	EA	1	\$ 7,000.00	\$ 7,000.00
118	Manholes, J-8, > 10'	EA	7	\$ 7,500.00	\$ 52,500.00
119	Manholes, Control Structure	EA	1	\$ 7,500.00	\$ 7,500.00
120	Desilt Drainage Structure	EA	12	\$ 500.00	\$ 6,000.00
121	Milling Exist. Asph. Pavt, 1" AVG Depth	SY	4,344	\$ 3.00	\$ 13,032.00
122	Superpave Asphaltic Concrete, SP-9.5, PG-76-22	TN	712	\$ 150.00	\$ 106,800.00
123	Limerock Base, 8" Thick, Primed	SY	4,300	\$ 18.00	\$ 77,400.00
124	Type B Stabilization, 12" Thick, Lbr-40	SY	4,300	\$ 9.00	\$ 38,700.00
125	Concrete Sidewalk, 4" Thick	SY	19	\$ 45.00	\$ 855.00
126	Concrete Sidewalk and Driveways, 6" Thick	SY	179	\$ 54.00	\$ 9,666.00
127	Concrete Apron	SY	29	\$ 54.00	\$ 1,566.00
128	Drop Curb-Concrete (Include Saw-Cut)	LF	1,376	\$ 20.00	\$ 27,520.00
129	Detectable Warnings	SF	86	\$ 25.00	\$ 2,150.00
130	Performance Turf, Sod	SY	50	\$ 9.00	\$ 450.00
131	Relocate Tree	EA	1	\$ 1,000.00	\$ 1,000.00
132	Single Post Sign, F&I Ground Mount, UP to 12 SF	AS	11	\$ 500.00	\$ 5,500.00
133	Single Post Sign, Remove	AS	11	\$ 50.00	\$ 550.00
134	Thermoplastic, Standard, White, Solid, 24"	LF	101	\$ 5.00	\$ 505.00
135	Thermoplastic, Standard, White, Solid, 12"	LF	583	\$ 2.50	\$ 1,457.50
136	Thermoplastic, Standard, Yellow, Solid, 6"	LF	600	\$ 1.25	\$ 750.00
137	Retro-Reflective/Raised Pavement Markers	EA	27	\$ 5.00	\$ 135.00
138	Painted Pavement, Standard, White, Solid, 24"	LF	101	\$ 2.00	\$ 202.00
139	Painted Pavement, Standard, White, Solid, 12"	LF	583	\$ 1.00	\$ 583.00
140	Painted Pavement, Standard, Yellow, Solid, 6"	LF	600	\$ 0.75	\$ 450.00
141	Object Marker Type 1	AS	3	\$ 250.00	\$ 750.00
SUB-TOTAL					\$ 1,188,676.50

GRAND-TOTAL

\$ 1,792,338.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 100 is a lump sum pay item for all mobilization costs and includes the construction of four (4) project signs that shall be displayed at approaches to the project area. The intent is that the sign will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, and contact information. A detail of the sign is included in the plans. Shop drawings must be submitted for approval prior to ordering the project sign. Photos of the actual project sign must be submitted for approval prior to installation of the project signs.
Mobilization will be paid at the following rates:
 - a. 10% of contract completion - 25% of Mobilization.
 - b. 25% of contract completion - 50% of Mobilization.
 - c. 50% of contract completion - 100% of Mobilization.
2. Bid Item 101 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 102 and 103 to include a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Include furnishing, installation, maintenance, and removal of items. Individual material cost to be included with other Bid Items.
4. Bid Item 107 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, asphalt aprons, drainage structures, drainage pipe with exfiltration trench, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed concrete or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Town. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Town.
5. Bid Item 108, 109, 110 and 111 includes all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfill and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.
6. Bid Item 112, 113, 115, 116, 117 and 118 (Bid Item 119 for Alameda Northwest Drainage Improvement Project) includes all costs associated with installing inlets and manholes, and pipe connections per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.
7. Bid Item 114 is to include core drilling of existing structure, pipe connection, and grouting.

Certification – Trench Safety Act

The Bidder/Proposer, by virtue of signing its Submittal/Response, affirms that the Bidder/Proposer is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and Subcontractors.

The Bidder/Proposer is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

Bidder/Proposer acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.

The Bidder further identifies the costs and methods summarized below:

Description	Unit of Measure	Quantity	Unit Price	Extended Price	Method
<u>Sloping</u>	<u>LF</u>	<u>1655</u>	<u>10</u>	<u>16,550</u>	<u>Sloping</u>
<u>Enter Description</u>	<u>Enter U/M</u>	<u>Enter Quant.</u>	<u>Enter Price</u>	<u>Enter Price</u>	<u>Enter Method</u>
<u>Enter Description</u>	<u>Enter U/M</u>	<u>Enter Quant.</u>	<u>Enter Price</u>	<u>Enter Price</u>	<u>Enter Method</u>
<u>Enter Description</u>	<u>Enter U/M</u>	<u>Enter Quant.</u>	<u>Enter Price</u>	<u>Enter Price</u>	<u>Enter Method</u>
<u>Enter Description</u>	<u>Enter U/M</u>	<u>Enter Quant.</u>	<u>Enter Price</u>	<u>Enter Price</u>	<u>Enter Method</u>

Total \$ 16,550

The Bidder/Proposer shall acknowledge this Bid and certifies to the above stated by signing and completing the spaces provided below.

Firm's Name: Metro Express, Inc.

Signature: [Signature]

Printed Name/Title: Delio A. Trasobares / President

City/State/Zip: Medley, FL 33178

Telephone No.: 305-885-1330

Email Address: info@metroexpresscorp.com

COMPANY QUALIFICATION QUESTIONNAIRE

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

25 Years

- a. Professional Licenses/Certifications (include name and license#) * Issuance Date

General Contractor CGC050965 08/31/22

General Engineering E.201301 09/31/22

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company: _____

- a. FEIN/EIN Number:

65-0711071

- b. Dept. of Business Professional Regulation Category (DBPR):

GCC050965

- i. Date Licensed by DBPR: 08/31/2022

- ii. License Number:

CGC050965

- c. Date registered to conduct business in the State of Florida:

11/26/1996

- i. Date filed:

11/26/1996

- ii. Document Number:

796000096781

- d. Primary Office Location:

9390 NW 109th. Medley, FL 33178

- e. What is your primary business?

Contractor

(This answer should be specific)

- f. Name of Qualifier, license number, and relationship to company:

Delia A. Trasobares / CGC050965 / President

- g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

N/A

- h. Name and Licenses of any prior companies

Name of Company License Name & No. Issuance Date

N/A

3. Company Ownership

- a. Identify all owners or partners of the company:

Name	Title	% of ownership
Delia A. Trasobares	President	100%

- b. Is any owner identified above an owner in another company? Yes ☒ No

If yes, identify the name of the owner, other company names, and % ownership

- c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
N/A					

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 63

b. Total No. of Managerial/Admin. Employees: 12

c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

Pipe Layers - 16, Asphalt Crew - 12
Truck Drivers - 18, Drainage - 12
Labors - 5

5. Will a Labor Force Company be used to provide any workers? Yes ☒ No

6. Employer Modification Rating: 1.0

7. Insurance & Bond Information:

a. Insurance Carrier name & address:

Risk Strategies Company / 9390 Dixie Highway, Suite 1400, Miami, FL 33133

b. Insurance Contact Name, telephone, & e-mail:

Michael Bonet / 305-446-2271 / mbonet@risk-strategies.com

c. Insurance Experience Modification Rating (EMR): 1.0a
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

e. Bond Carrier name & address:

Travelers Casualty & Surety Company of America / One Tower Square, Hartford, CT 06183

f. Bond Carrier Contact Name, Telephone number, & Email:

Michael Bonet / 305-446-2271 / mbonet@risk-strategies.com

g. Number of Bond Claims paid out in the last 5 years & value of each:

NO

8. Have any lawsuits been file against your company in the past 5 years? Yes ☒ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. Yes ☒ No
If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? Yes ☒ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes ☒ No If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes ☒ No
If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes ☒ No
If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

14. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Angel Fernandez

b. How many years has the PM been with the Company?: 18 years

c. List all the PM's licenses & certifications:

Angel Fernandez / Project Manager / 18 years /
M.O.T., OSHA Certified

- d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

Manta Drive Roadway Resurfacing
Palmetto Bay Drainage 1617-11-009
Street Improvement 2017/16 LS (FY 18)

e. List all Subcontractors that will work on this project:

Name	Trade/Work	% of Work	License No.
Road Runner Striping Tech.	Striping	1%	

f. Scope of Actual Work to be Performed by your company and corresponding percentage of the work:

Drainage, Sidewalk, Paving, Restoration.

15. Current and Prior Experience:

a. Current Experience

Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

b. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope, and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address, and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

c. Equipment Inventory List

Provide an attachment to this Questionnaire that includes: the make, model, and manufactured year of the inventoried equipment to adequately adhere to the equipment requirements as

stated in Section C1.07 of the ITB. All equipment must be in optimum condition to be used to its maximum capacity if deemed necessary.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By: 
Signature of Authorized Officer

08/15/2022
Date

Delio A. Trasobares
Printed Name

ANGEL A. FERNANDEZ

18840 NW 57th AVE #305. / Miami, FL 33015

email: angel@metroexpresscorp.com

Education: 1996. Bachelor Degree in Civil Engineering.
Rafael Urdaneta University. Maracaibo – Venezuela.

Experience:

2004 – Present

Company: Metro Express, Inc. 9442 NW 109th St./ Medley, Florida

Position: Project Manager. Several Jobs completed for Miami – Dade and Broward County Public Works and DERM. Including the following:

- DERM Drainage Improvement 630021 & 630022: on 2004.
- DERM Drainage Improvement CF002216 on 2005.
- City of Miami: Sidewalk Improvement B-43114: on 2005.
- Village of Palmetto Bay Drainage Improvement on 2006.
- Miami – Dade PWD Midway Drainage Improvement: on 2006.
- Miami – Dade PWD SW 139th Ave. Drainage Improvement on 2006.
- Miami – Dade PWD 20040516 Intersections Improvements on 2006.
- Miami – Dade PWD Several Sidewalk Project (8 contracts): on 2006.
- City of Pembroke Pines: Sidewalk Improvements on 2006.
- DERM Drainage Improvement Allapatah: on 2007.
- City of pompano Beach: CT3-3, CT 3-4 and NC 2-3 on 2007.
- City of Coral Gables: Sidewalk Improvement on 2007 and 2008.
- Miami – Dade PWD Several Sidewalk Project: (2 contracts): on 2007.
- City of Coral Gables Street Improvements Contract on 2007, 2008, 2009 and 2010
- City of Miami: Fairlawn Storm Sewer on 2008.
- City of Miami: Floral Park Project on 2008.
- City of Doral Drainage Improvements on 2008, 2009 and 2010.
- City of Margate Sidewalk and Curb Improvements on 2008, 2009 and 2010.
- City of Coconut Creek Sidewalk and Drainage Improvements on 2009.
- City of Hollywood Sidewalk Improvements on 2010.
- City of Hialeah: Roadway and Sidewalk Improvements on 2010.

1996i– 2003

Companies: Frelor Construction, Otepi Consultants, Jeroga Construction and Gurca Construction. Venezuela.

Position: Resident Engineer and Project Coordinator for several jobs within the Oil Industry and different Public Departments in Venezuela. Including: Pipelines replacement, highway construction, drainage system improvement, concrete work, pavement, Tank station maintenance.

Responsibilities in the position:

- Plan, direct and coordinate activities of designated projects to ensure goals or objectives are accomplished within prescribed time frame and funding parameters.
- Analyze survey reports, maps, drawings, and other related data to plan projects.
- Inspect project sites to monitor progress and ensure compliance to design specifications and safety standards. Provide technical advice regarding, design, construction, program modifications and structural repairs to industrial and managerial personnel.
- Prepare project report for management, clients or others involved in projects.
- Prepare payment request and follow up with different owners to ensure jobs are paid within agreed terms.
- Coordinate activities to be sub-contracted and evaluate job performed by its executors in order to assure project requirements.

Additional Qualification:

OSHA certification

MOT-Intermediate Certification

State of Florida

Department of State

I certify from the records of this office that METRO EXPRESS, INC. is a corporation organized under the laws of the State of Florida, filed on November 21, 1996.

The document number of this corporation is P96000096781.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 5, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2022*



Randy Be
Secretary of State

Tracking Number: 5152969298CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TRASOBARES, DELIO ALBERT

METRO EXPRESS INC
9390 N.W 109 ST
MEDLEY FL 33178

LICENSE NUMBER: CGC050965

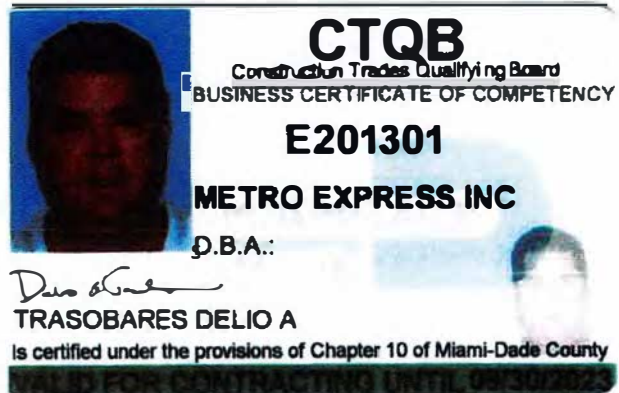
EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



0001 **QUALIFYING TRADE(S)**
GENERAL ENGINEERING

José O. Gilman, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.



www.miamidade.gov/economy

Local Business Tax Receipt

Miami-Dade County, State of Florida

- THIS IS NOT A BILL - DO NOT PAY

LBT

4092169

BUSINESS NAME/LOCATION

METRO EXPRESS INC
9390 NW 109TH ST
MEDLEY FL 33178

RECEIPT NO.

RENEWAL
4272571



SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC050965

EXPIRES

SEPTEMBER 30, 2022

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

OWNER

METRO EXPRESS INC

PAYMENT RECEIVED
BY TAX COLLECTOR

\$45.00 08/04/2021
CHECK21-21-068610

Worker(s) 10

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

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

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



Tax Collector
2900 NW 72nd Avenue
Miami, FL 33148

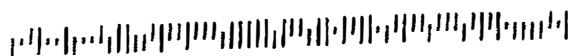
For information regarding Transfer
of Business/Owner, please visit
www.miamidade.gov/taxcollector/

Presented
First-Class Mail
US Postage
PAID
Miami, FL
Permit #231

001980

METRO EXPRESS INC
9390 NW 109TH ST
MEDLEY FL 33178

MP-SP1 33178



Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

4486379

BUSINESS NAME/LOCATION

METRO EXPRESS INC
9390 NW 109TH ST
MEDLEY FL 33178

RECEIPT NO.

RENEWAL
4683810



OWNER

METRO EXPRESS INC

SEC. TYPE OF BUSINESS

196 GENERAL ENGINEERING CONTRACTOR
E201301

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 08/04/2021

CHECK 21-21-068606

Worker(s) 10



EXPIRES

SEPTEMBER 30, 2022

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

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

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

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

MIAMI-DADE
COUNTY
Tax Collector
200 NW 2nd Avenue
Miami, FL 33128

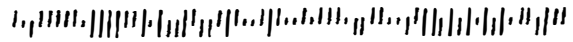
002270

For information regarding Transfer
of Business/Owner, please visit
www.miamidade.gov/taxcollector/

Presorted
First Class Mail
US Postage
PAID
Miami, FL
Permit #231

METRO EXPRESS INC
9390 NW 109TH ST
MEDLEY FL 33178

IP-SP1 33178



STATUS OF CONTRACTS ON HAND						
Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.						
1	2	3	4	5	6	7
CLASS OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT AS PRIME CONTRACTOR	AS SUBCONTRACTOR
			2			
		\$	\$	\$	\$	\$
			DOT WORK			
				(Col. 5 Subtotal)		
CLASS OF WORK	OTHER (Non-DOT) PROJECTS, OWNER AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT 2		
Drainage, Paving, Sidewalk	City of Coral Gables, PWD- (Year-2021) 2	\$1,961,375.60		\$0.00	\$0.00	
Sanitary Sewer	City of Coral Gables, PWD-Rehabilitation Program	\$332,307.50		\$0.00	\$0.00	
Drainage, Paving, Concrete	JOC-Power Alliance, Miami Beach 2021	\$2,980,122.53		\$0.00	\$0.00	
Sidewalk	City of Weston, Sidewalk Repairs 2021	\$35,660.00		\$0.00	\$0.00	
Sidewalk & Paving	City of Miami Springs, Sidewalk Repairs FY 2021	\$17,372.50		\$0.00	\$0.00	
Drainage, Paving, Concrete	Town of Miami Lakes, Miscellaneous Work 2021 2	\$355,421.84		\$0.00	\$0.00	
Sidewalk	City of Homestead, Sidewalk Installation Repairs 2019-04	\$136,951.75		\$0.00	\$0.00	
Sidewalk	City of Miami Gardens, Sidewalk Repairs (Year 2021)	\$1,211,436.70		\$0.00	\$0.00	
Sidewalk	City of North Miami Beach, Sidewalk Repairs 2021	\$310,487.42		\$0.00	0	
Sidewalk	City of Dania Beach, Sidewalk Repairs 2021	\$373,037.77		\$0.00	\$0.00	
Water, Sewer, Paving, Concrete	Miami Dade Water & Sewer, S-868-R	\$14,102,082.00		\$1,960,908.89	\$1,960,908.89	
Concrete, Paving	Mastec, Restoration Contract 2021	\$3,000.00		\$0.00	\$0.00	
Sidewalk	Village of Key Biscayne, Sidewalk Repairs 2021	\$41,801.00		\$0.00	\$0.00	
Sidewalk	Village of Pinecrest, Sidewalk Repairs 2021	\$145,905.75		\$0.00	\$0.00	
Sidewalk	City of Miramar, Sidewalk Repairs 2021	\$128,903.80		\$0.00	\$0.00	
Sidewalk	City of Margate, Sidewalk Repairs 2021	\$22,859.20		\$0.00	\$0.00	
Sidewalk	City of Tamarac, Sidewalk Repairs 2021	\$47,467.27		\$0.00	\$0.00	
Sidewalk, Paving	City of Hallandale Beach, Sidewalk 2021 2	\$49,850.19		\$0.00	\$0.00	
Drainage, Paving, Concrete	City of Miami, JOC-2021	\$375,735.51		\$0.00	\$0.00	
Sidewalk	Town of Davie, Sidewalk Repairs 2021	\$413,602.25		\$0.00	\$0.00	
Concrete Curb, Sidewalk	City of Aventura: W Country Club DR Curbs Phase IV	\$462,016.10		\$0.00	\$0.00	
Sidewalk	Village of Palmetto Bay, Sidewalk villagewide 2021	\$159,960.00		\$0.00	\$0.00	
Sidewalk	City of South Miami, Sidewalk Repairs 2021	\$29,994.46		\$0.00	\$0.00	
Sidewalk	City of Cooper City, Sidewalk Repairs 2021	\$124,987.30		\$0.00	\$0.00	
Sidewalk	City of Fort Lauderdale, Sidewalk Repairs 2021	\$16,480.00		\$0.00	\$0.00	
Paving	City of North Miami: Resurfacing/Paving FY2021	\$340,541.75		\$0.00	\$0.00	
Drainage, Sidewalk, Paving	Miami-Dade County Push Button Intersections 20180096	\$2,171,916.52		\$630,788.41	\$630,788.41	
Drainage, Sidewalk, Paving	Port of Miami: M2018-028	\$926,985.00		\$465,529.23	\$465,529.23	
Drainage, Sidewalk, Paving	Town of Medley: NW South River DR 2019-011	\$2,271,660.00		\$447,767.49	\$447,767.49	
Sidewalk, Drainage, Paving, Lighting	City of Hialeah: 2019-20-3210-00-011 NW 102nd AVE	\$3,568,400.00		\$170,872.00	\$170,872.00	
Sidewalk	City of North Lauderdale: Sidewalk FY-2021	\$21,558.26		\$0.00	\$0.00	
Sidewalk	City of Plantation: Sidewalk FY-2021	\$48,737.60		\$0.00	\$0.00	
Sidewalk	Town of Lauderdale by the Sea: Sidewalk FY-2021	\$4,650.00		\$0.00	\$0.00	
Sidewalk, Curb, ADA Ramps	Town of Bay Harbor Islands: Village Improvements FY202	\$328,737.96		\$0.00	\$0.00	
Sewer, Paving	Miami Dade Water & Sewer, Emergency 20249	\$206,496.00		\$42,386.08	\$42,386.08	
Sewer, Paving	Miami Dade Water & Sewer, S-947	\$6,610,730.76		\$3,547,752.22	\$3,547,752.22	
Sewer, Cleaning	LOXAHATCHEE RIVER District: ITB#20-004	\$365,000.00		\$93,610.00	\$93,610.00	
Sidewalk, Curb, Paving, Striping	Miami Dade County: RPQ#20200251	\$502,636.25		\$190,961.03	\$190,961.03	
Drainage, Sidewalk, Paving	City of Miami Gardens, Drainage Improvements (FY 2021)	\$61,998.20		\$0.00	\$0.00	
Drainage	City of North Miami FY-2021	\$45,080.00		\$0.00	\$0.00	
CONTINUATION						

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DOLLAR AMOUNT OF WORK	CLASS OF WORK	YEAR COMPLETED	WHERE LOCATED CITY-COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 68,674.40	Sidewalks	Mar-2006	City of Pembroke Pines	Ricardo Roses / Pembroke Pines, FL 954-261-4534
\$ 639,150.00	Drainage	Jul-2006	Village of Palmetto Bay	Patterson / 8950 sw 152 St. Palmetto Bay, FL 305-259-1234
\$ 200,000.00	Sidewalks	Jul-2006	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL 305-460-5059
\$ 280,770.65	Sidewalks	Aug-2006	City of Margate	5790 Margate Blvd. Margate, FL / 954-565-9998
\$ 85,927.71	Sidewalks	Aug-2006	Village of Palmetto Bay	Patterson / 8950 sw 152 St. Palmetto Bay, FL 305-259-1234
\$ 2,167,070.00	Drainage	Oct-2006	Miami Dade County D.E.R.M.	Alberto Estevez / 33 SW 2nd Ave. / P# 305-372-6547
\$ 730,040.40	School	Nov-2006	James Cummings, Inc.	James Cummings, FAX: 305-556-9414
\$ 424,000.00	Sidewalks	Dec-2006	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL 305-375-2651
\$ 1,795,252.25	Drainage	Dec-2006	Miami Dade County D.E.R.M.	Leo Salgueiro / 33 SW 2nd Ave. / 305-375-2651
\$ 1,585,707.73	Drainage	Dec-2006	Miami Dade County PWD	Luis Franqui / 111 NW 1st St. Miami, FL P#305-375-4982
\$ 650,660.46	Sidewalks	Jan-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL 305-216-2056
\$ 950,000.00	Sidewalks	Jan-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL 305-375-2651
\$ 1,081,0320.89	Drainage	Jan-2007	Miami Dade County PWD	Nestor Melean 111 NW 1st St., Miami, FL 305-375-2648
\$ 562,500.00	Sidewalks	Feb-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL 305-375-2651
\$ 765,274.09	Doral Park	Feb-2007	City of Doral	Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 735,000.00	Sidewalks	Mar-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL 305-375-2651
\$ 762,750.00	Sidewalks	Mar-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL 305-375-2392
\$ 778,500.00	Sidewalks	Mar-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL 305-375-2651
\$ 179,500.00	Sidewalks	Apr-2007	City of Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL 305-375-2651
\$ 179,500.00	Sidewalks	Apr-2007	City of Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL 305-375-2651
\$ 271,004.34	Sidewalks	Apr-2007	Village of Palmetto Bay	Patterson / 8950 sw 152 St. Palmetto Bay, FL 305-259-1234
\$ 179,500.00	Sidewalks	Apr-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL 305-375-2651
\$ 93,081.15	Citywide Sidewalks	May-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL 305-216-2056
\$ 1,000,000.00	P.T.P.	May-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL 305-375-2392
\$ 1,890,688.04	downtown P-II	Jun-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL 305-216-2056
\$ 79,835.07	Speed Hump	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL 305-216-2056
\$ 207,828.47	Sidewalks	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL 305-216-2056
\$ 39,516.46	Improvement	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL 305-216-2056
\$ 200,000.00	Sidewalks	Jul-2007	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL 305-460-5059

DOLLAR AMOUNT OF WORK PERFORMED	CLASS OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 848,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Rodolfo Ibarra / 16215 SW 117 Av. Unit. #3
\$ 179,500.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 336,589.00	Drainage	Aug-2007	City of Pompano Beach	Donald Jenssen/ 1201 NW 5 Ave. Pompano / 954-786-4061
\$ 197,880.00	Drainage	Aug-2007	City of Pompano Beach	Donald Jenssen/ 1201 NW 5 Ave. Pompano / 954-786-4061
\$ 2,179,318.00	Intersections	Oct-2007	Miami Dade County PWD	Jesus Gonzalez / 111 NW 1st St. Miami, FL / 305-375-2172
\$ 950,000.00	Sidewalks	Oct-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 3,376,153.90	Drainage	Oct-2007	Miami Dade County D.E.R.M.	Alberto Estevez / 33 SW 2nd Ave. P# 305-372-6547
\$ 950,000.00	Sidewalks	Nov-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 696,800.00	Drainage	Dec-2007	City of Miami	Francis Mitchell / 444 SW 2nd Ave. Miami, FL / 305-416-1097
\$ 349,149.17	Sewer Rehabilitation	Feb-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 12,815.86	Sidewalks	Mar-2008	City of Miami Beach	A. Carmenate / 1700 Convention Center Dr. / 305-673-7071
\$ 1,314,918.84	Sidewalks Dist. 3 & 4	Apr-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 200,000.00	Sidewalks	Jul-2008	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
\$ 577,982.81	Drainage	Sep-2008	City of Doral	Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 42,600.00	Temp. Parking Lots	Oct-2008	City of Miami Beach	Keith Mizell / 1700 Convention Center Dr. / 305-673-7071
\$ 571,595.75	Sidewalks	Nov-2008	City of Miami	Luis Rodriguez 444 SW 2nd Ave. Miami, FL / 305-516-2153
\$ 112,063.70	Sidewalks	Nov-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 2,000,000.00	Drainage	Nov-2008	City of Coral Gables	Ludwid Janiga 2800 SW 72 Ave. Miami, FL / 305-460-5056
\$ 12,515.62	Sidewalks	Dec-2008	City of Miami	Luis Rodriguez 444 SW 2nd Ave. Miami, FL / 305-516-2153
\$ 137,520.00	Sidewalks	Dec-2008	City of Coral Gables	Grettel Durand 2800 SW 72 Ave. Miami, FL / 305-460-5016
\$ 696,800.00	Citewide Storm Sewer	Dec-2008	City of Miami	Francis Mitchell / 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 1,930,211.02	Drainage	Jul-2009	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 137,520.00	Sidewalks & Paving	Sep-2009	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 1,715,092.00	Drainage	Sep-2009	City of Miami	Genady Beylin / 444 SW 2nd Ave., Miami, FL / 305-416-1233
\$ 149,500.00	Striping and Signage	Dec-2009	FDOT	Taylor / 1000 NW 111 Ave Miami, FL / 305-470-5404

DOLLAR AMOUNT OF WORK PERFORMED	CLASS OF WORK	YEAR COMPLETED	WHERE LOCATED CITY/COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 849,985.00	Drainage & Sidewalk	Feb-2010	City of Doral	Erick Carrillo / 8300 NW 53 St. Doral, FL 305-593-6725
\$ 1,435,210.00	JOC	Feb-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 303,692.00	JOC	Mar-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 554,500.00	Drainage & Sidewalk	Mar-2010	City of Coconut Creek	Carlo Nuesa 4800 W Copans , Coconut Creek / 954-973-6786
\$ 1,346,002.00	JOC	Apr-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 791,931.00	JOC	Apr-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 1,068,641.00	JOC	Jun-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 4,200,000.00	JOC	Jul-2010	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 6,592,000.00	Curb & Sidewalk	Jul-2010	City of Margate	Sam May / 102 Rock Island, Margate, FL / 954-972-8126
\$ 6,300,000.00	JOC	Jul-2010	City of Miami Beach	Keith Mizell / 1700 Convention Center Dr. 305-673-7071
\$ 193,890.00	Sidewalk	May-2011	Village of Pinecrest	Daniel Moretti / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 184,139.00	Drainage	May-2010	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 133,505.00	Sidewalk	Jul-2010	City of Parkland	Azita Behmardi / 6500 Parkside DR, Parkland / 954-757-4144
\$ 329,025.00	Sidewalk	Aug-2010	City of Hollywood	Laura Borges / 2600 Hollywood Blvd, Hollywood / 954-921-3254
\$ 155,362.00	Water Main	Sep-2010	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071
\$ 358,684.00	Lighting	Nov-2010	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 1,471,341.00	Precast Wall	Dec-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 145,943.00	Sidewalk	Dec-2011	City of Miami Gardens	Mariana Pitiriciu / 1050 NW 163 DR, M.Gardens / 305-622-8000
\$ 99,967.00	Sidewalk	Dec-2011	City of North Miami	Gerardo Hernandez / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 248,064.00	Drainage & Sidewalk	Jun-2012	City of Miami Dade County PWD	Luis Baldo / 111 NW 1st St. Miami, FL / 305-282-0281
\$ 127,826.00	Sidewalk	Jun-2012	City of Tamarac	Bill Lewis / 6011 Nob Hill Rd, Tamarac / 954-597-3723
\$ 123,466.00	Paving	Aug-2012	Village of Miami Shores	PWD / 10050 NE 2nd Ave, Miami Shores, FL / 305-795-2210
\$ 2,022,000.00	Drainage	Sep-2012	City of Miami	Genady Beylin / 444 SW 2nd Ave., Miami, FL 305-416-1233
\$ 1,710,781.00	Paving	Sep-2012	City of Miami	Pedro Beltran 444 SW 2nd Ave., Miami, FL 305-416-1039
\$ 1,781,696.00	Drainage	Oct-2012	City of Miami	Valentine Onuigbo / 444 SW 2nd Ave., Miami, FL / 305-416-2588
\$ 155,115.00	Paving	Nov-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 112,714.00	Fire Hydrants	Nov-2012	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071
\$ 199,198.00	Electrical	Nov-2012	City of Miami Beach	Maria Hernandez 1700 Convention Center Dr. / 305-673-7071

DOLLAR AMOUNT OF WORK PERFORMED	CLASSIFICATION OF WORK	YEAR COMPLETED	WHERE LOCATED CITY-COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 144,457.00	Sidewalk	Nov-2012	City of Hollywood	Laura Borgesi / 2600 Hollywood Blvd, Hollywood / 954-921-3254
\$ 648,000.00	Drainage & Sidewalk	Dec-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 134,373.00	Sidewalk	Dec-2012	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goolsby Blvd / 954-480-4432
\$ 159,500.00	Sidewalk	Dec-2012	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goolsby Blvd / 954-480-4432
\$ 55,956.00	Sidewalk	Feb-2013	Village of Pinecrest	Daniel Moretti / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 152,344.00	Paving	Apr-2013	City of Miami	Robert Fenton / 444 SW 2nd Ave., Miami, FL / 305-416-1922
\$ 292,696.00	Drainage & Paving	Apr-2013	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
\$ 461,595.00	Sidewalk & Paving	Apr-2013	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 306,202.00	Sidewalk & Paving	May-2013	City of Hialeah	Efrain Hill / 501 Palm Ave, Hialeah, FL / 305-687-2698
\$ 90,545.00	Sidewalk	May-2013	City of Miami Springs	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$ 100,869.00	Traffic Circle	Jun-2013	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 129,734.00	Sidewalk	Jun-2013	Village of Key Biscayne	Tony Brown / 88 W. McIntyre ST, Key Biscayne, FL / 305-365-7568
\$ 317,404.00	Sidewalk	Jun-2013	City of Miami Gardens	Mariana Pitiriciu / 1050 NW 163 DR, M.Gardens / 305-622-8000
\$ 196,693.00	Drainage & Paving	Aug-2013	City of Doral	Carlos Arroyo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 99,980.00	Sidewalk	Aug-2013	City of North Miami	Gerardo Hernandez / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 120,899.00	Sidewalk	Sep-2013	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goolsby Blvd / 954-480-4432
\$ 1,296,999.00	Drainage & Paving	Oct-2013	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$ 59,417.00	Sidewalk	Oct-2013	City of Margate	Sam May / 102 Rock Island, Margate, FL / 954-972-8126
\$ 1,009,538.00	Drainage & Paving	Nov-2013	City of Miami	Eric Rush / 444 SW 2nd Ave., Miami, FL / 305-416-1298
\$ 2,169,064.00	Drainage & Paving	Nov-2013	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 407,581.00	Sidewalk	Nov-2013	Town of Miami Lakes	Ernesto Perez / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 236,440.00	Curb, Landscape	Nov-2013	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
\$ 422,805.00	Pavers	Dec-2013	City of Miami	Maurice Hardie / 444 SW 2nd Ave., Miami, FL / 305-416-1786
\$ 436,282.00	Drainage & Paving	Dec-2013	City of Miami	Maurice Hardie / 444 SW 2nd Ave., Miami, FL / 305-416-1786

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY-COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 642,334.00	TurfBlock & Paving	Dec-2013	City of Miami	David Adato / 444 SW 2nd Ave., Miami, FL / 305-416-1899
\$ 1,165,502.00	Bridge & Paving	Dec-2013	Miami Dade County PWD	Nestor Melean 111 NW 1st St., Miami, FL / 305-375-2648
\$ 240,470.00	Paving	Dec-2013	City of North Miami	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 24,096.00	Sidewalks	Aug-2014	Village of Palmetto Bay	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
\$ 142,461.00	Paving	Oct-2014	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 417,060.00	Drainage & Paving	Nov-2014	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
\$ 136,887.70	Drainage & Paving	Nov-2014	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
\$ 168,650.00	Drainage & Paving	Dec-2014	City of Miami Springs	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$ 567,103.26	Concrete & Paving	Dec-2014	Mastec N.A.	Manuel Arismendy / 2801 SW 46th AVE, Davie FL / 305-232-3484
\$ 1,938,890.00	Sidewalk & Paving	Dec-2014	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 1,487,500.00	Sidewalk	Dec-2014	City of Miami	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
\$ 714,866.25	Drainage & Paving	Dec-2014	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$ 198,575.00	Sidewalk	Dec-2014	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goolsby Blvd / 954-480-4432
\$ 47,211.50	Sidewalk	Dec-2014	Town of Miami Lakes	Elia Nuñez / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 33,861.25	Sidewalk	Dec-2014	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
\$ 1,000,000.00	Paving	Dec-2014	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 1,685,638.44	Paving	Mar-2015	Miami Dade County PWD	Carlos Palma NW 1st St., Miami, FL / 305-375-5214
\$ 676,300.21	Paving	Jun-2015	Miami Dade County PWD	Joaquin Montesino 111 NW 1st St., Miami, FL / 305-375-4317
\$ 708,018.32	Paving	Jun-2015	City of North Miami	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 89,014.50	Sidewalk, Curbs	Jun-2015	City of Homestead	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
\$ 209,201.35	Drainage & Paving	Jun-2015	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
\$ 118,597.68	Sidewalks	Jul-2015	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
\$ 72,477.22	Sidewalks	Sep-2015	Village of Palmetto Bay	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
\$ 393,716.44	Concrete, Pavers	Oct-2015	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 251,000.00	Sidewalks	Oct-2015	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goolsby Blvd / 954-480-4432
\$ 847,451.30	Sidewalk	Nov-2015	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000

DOLLAR AMOUNT OF WORK PERFORMED	CLASS OF WORK	YEAR COMPLETED	WHERE LOCATED CITY-COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 1,347,862.47	Sidewalk	Dec-2015	City of Miami	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
\$ 448,627.00	Drainage & Paving	Dec-2015	City of Miami Beach	Olga Sanchez/ 1700 Convention Center Dr.i/ 305-673-7071
\$ 180,922.00	Sidewalks	Dec-2015	Town of Miami Lakes	Elia Nuñez/ 6601 Main ST, Miami Lakes, FL/ 305-364-6100
\$ 447,700.00	Sidewalks	Dec-2015	City of Homestead	Tracy Moore/ 529 N.Flagler AVE, Homestead FL/ 305-224-4570
\$ 459,095.07	Sidewalks	Dec-2015	City of Hialeah	Efrain Hilli/ 501 Palm Ave, Hialeah, FL/ 305-687-2698
\$ 38,350.00	Sidewalks	Dec-2015	City of Wilton Manors	David Archackii/ 2020 Wilton DR, Wilton Manors, 954-390-2190
\$ 555,257.00	Concrete & Paving	Dec-2015	Mastec N.A.	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
\$ 3,126,563.00	Drainage & Paving	Dec-2015	City of Coral Gables	Noel Poloi/ 2800 SW 72 Ave. Miami, FL/ 305-733-0068
\$ 8,420.00	Sidewalk	Apr-2016	City of Weston	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
\$ 13,998.40	Sidewalk	Apr-2016	City of Tamarac	Bill Lewis / 601i1 Nob Hill Rd, Tamaraci/ 954-597-3723
\$ 1,956,893.98	Concrete & Paving	May-2016	Miami Dade County PWD	Freddy Valero // 111 NW 1st St., Miami, FL// 305-375-4317
\$ 100,282.15	Sidewalk	Jul-2016	City of Deerfield Beach	Kathi Edwards / 200 Goolbsby Blvd / 954-480-4432
\$ 822,422.09	Paving	Jul-2016	MDC-Port of Miami	Juan Bergouignan/1001 N.America Way,Miami, FL/305-905-3925
\$ 308,169.65	Drainage & Paving	Aug-2016	Miami Dade County PWD	Frank Mendoza / NW 1st St., Miami, FL/ 305-375-4982
\$ 52,971.20	Sidewalk	Sep-2016	City of Hallandale Beach	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043
\$ 56,626.52	Sidewalk	Oct-2016	City of Miramar	Bernard Buxton-Tettehi/ 2300 Civic Center PL, / 954-883-5005
\$ 25,453.22	Sidewalk	Oct-2016	City of Margate	Nick Cucunato / 102 Rock Isand, Margate, FL/ 954-972-8126
\$ 414,025.39	Drainage & Paving	Oct-2016	City of Doral	Carlos Arroyo / 8401 NW 53rd TER, Doral/ 305-593-6740
\$ 97,819.40	Sidewalk	Nov-2016	City of Homestead	Tracy Moore/ 529 N.Flagler AVE, Homestead FL/ 305-224-4570
\$ 327,645.12	Sidewalk	Nov-2016	City of North Miami Beach	Kenny Paolettii/ 17050 NE 19th AVE, NIMB, FL/ 305-948-2904
\$ 109,233.68	Sidewalk	Nov-2016	Village of Palmetto Bay	Dan.Casalsi/ 9495 SW 180 ST Palmetto Bay, FL/ 305-969-5011
\$ 88,047.06	Sidewalk	Nov-2016	Town of Davie	Osdel Fernandez-Larreai/ 6901 Range DR, Daviei/ 954-797-2086
\$ 389,176.00	Paving	Dec-2016	City of North Miami	Rick Cadei/ 776 NE 125 ST, N.Miami / 305-895-9877
\$ 843,008.40	Concrete, Pavers, Paving	Dec-2016	City of Miami	Pedro Beltrani/ 444 SW 2nd Ave., Miami, FL/ 305-416-1039
\$ 545,382.40	Sidewalk	Dec-2016	City of Miami Gardens	Luis Mendozai/ 18605 NW 27th AVE, M.Gardens / 305-622-8000
\$ 147,091.00	Sidewalk	Dec-2016	Town of Miami Lakes	Elia Nuñez / 6601 Main ST, Miami Lakes, FL/ 305-364-6100

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY/COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 2,220,090.46	Drainage & Paving	Dec-2016	City of Coral Gables	Noel Polod 2800 SW 72 Ave. Miami, FL 305-733-0068
\$ 448,409.05	Concrete & Paving	Dec-2016	Mastec N.A.	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
\$ 1,298,967.29	Sidewalk	Dec-2016	City of Miami	Fabiola Dubuissond 444 SW 2nd Ave., Miami, FL 305-416-1755
\$ 1,430,637.29	Drainage & Paving	Dec-2016	City of Miami Beach	Olga Sanchez 1700 Convention Center Dr. / 305-673-7071
\$ 71,883.48	Sidewalks	Dec-2016	City of Wilton Manors	David Archackid 2020 Wilton DR, Wilton Manors, 954-390-2190
\$ 157,163.25	Sidewalk	Dec-2016	Village of Pinecrest	Mark Spanioli / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 102,580.00	Drainage & Paving	Dec-2016	City of South Miami	Grizel Martinez 4795 SW 75th AVE 305-403-2063
\$ 48,303.00	Sidewalk	Dec-2016	Village of Key Biscayne	Tony Brownd 88 W.McIntyre ST, Key Biscayne, 305-365-7568
\$ 718,620.26	Drainage & Paving	Dec-2016	Miami Dade County 20140206	Freddy Valerod / 111 NW 1st St., Miami, FL 305-375-4317
\$ 391,377.92	Sidewalk	Feb-2017	Miami Dade County 20140154	G. Coppolecchia / 111 NW 1st. St. Miami, FL 305-375-2392
\$ 163,838.57	Sidewalk	Feb-2017	Miami Dade County 20140156	G. Coppolecchia / 111 NW 1st. St. Miami, FL 305-375-2392
\$ 78,453.00	Sidewalk	Feb-2017	City of Parkland FY2017	Gary Sessa / 6500 Parkside DR 954-757-4108
\$ 496,722.13	Sidewalk	Apr-2017	Miami Dade County 20150046	G. Coppolecchia / 111 NW 1st. St. Miami, FL 305-375-2392
\$ 670,310.89	Drainage & Paving	Apr-2017	City of Aventura NE 29 PL Drainage	Antonio Tomeid 19200 W Country Club DR 305-466-8923
\$ 620,197.80	Drainage & Paving	May-2017	Miami Dade County 20140207	Freddy Valerod / 111 NW 1st St., Miami, FL 305-375-4317
\$ 97,031.68	Sidewalk	May-2017	City of Hallandale Beach FY2017	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043
\$ 441,981.59	Paving	Jun-2017	City of North Miami Asphalt FY2017	Rick Caded 776 NE 125 ST, N.Miami / 305-895-9877
\$ 108,031.00	Sidewalk	Aug-2017	Village of Key Biscayne	Tony Brownd 88 W.McIntyre ST, Key Biscayne, 305-365-7568
\$ 96,474.00	Sidewalk	Aug-2017	Village of Pinecrest FY2017	Mark Spanioli / 10800 Red Rd, Pinecrest 305-669-6916
\$ 33,988.45	Sidewalk	Aug-2017	City of Tamarac FY2017	Tom Vreeland / 601d Nob Hill Rd, Tamarac 954-597-3723
\$ 1,474,727.08	Drainage, Paving & Sidewalk	Oct-2017	City of Coral Gables 2013.07.00	Noel Polod 2800 SW 72 Ave. Miami, FL 305-733-0068
\$ 96,032.50	Sidewalk	Oct-2017	Village of Palmetto Bay FY2017	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL 305-969-5010
\$ 74,115.95	Sidewalk	Oct-2017	City of Cooper City FY2017	Richard Freeman / 9070 SW 51st Street 954-434-2300
\$ 41,197.75	Sidewalk	Nov-2017	Town of Davie FY2017	Osdel Fernandez-Larread 6901 Range DR, Davie 954-797-2086
\$ 1,137,530.76	Sidewalk	Dec-2017	City of Miami M-0096 Y4	Fabiola Dubuissond 444 SW 2nd Ave., Miami, FL 305-416-1755

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY-COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 37,725.25	Sidewalk & Paving	Dec-2017	City of Miami Springs FY2017	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$ 207,645.65	Sidewalk	Dec-2017	City of Miramar FY2017	Bernard Buxton-Tetteh / 2300 Civic Center PL, / 954-883-5005
\$ 341,597.62	Drainage & Paving	Dec-2017	City of Miami B-40339	David Adato / 444 SW 2nd Ave., Miami, FL / 305-416-1899
\$ 335,060.67	Drainage & Paving	Dec-2017	City of Miami B-40340	
\$ 158,261.92	Drainage & Paving	Dec-2017	City of Miami B-40342	David Adato / 444 SW 2nd Ave., Miami, FL / 305-416-1899
\$ 2,342,332.79	Drainage, Paving, Sidewalk & Landscaping	Dec-2017	City of Miami Beach, JOC-2017	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$ 2,299,276.36	Concrete, Pavers, Paving	Dec-2017	City of Miami JOC FY2017	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 230,681.61	Sidewalk & Paving	Dec-2017	Town of Miami Lakes FY2017	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 218,489.32	Sidewalk	Dec-2017	City of Homestead FY2017	Tracy Moore / 529 N. Flagler AVE, Homestead FL / 305-224-4570
\$ 517,566.45	Sidewalk	Dec-2017	City of Miami Gardens 15-16-039A	Luis Mendoza / 18605 NW 27th AVE, M. Gardens / 305-622-8000
\$ 49,950.70	Sidewalk	Dec-2017	City of Dania Beach FY2017	Ronnie Navarro / 100 W. Dania Beach Blvd / 954-924-3615
\$ 357,805.18	Concrete & Paving	Dec-2017	Mastec N.A. FY-2017	Manuel Arismendy / 2801 SW 46th AVE, Davie FL / 305-232-3484
\$ 582,099.85	Paving	Apr-2018	Miami-Dade County. 20160201-R	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
\$ 1,599,491.62	Sidewalk & Paving	May-2018	City of Coral Springs, NW 110 AVE	Paul Carpenter // 9500 W Sample RD, // 954-344-1d59
\$ 3,378,155.25	Drainage, Paving & Sidewalk	May-2018	Town of Medley, RPQ#2015-005	Jorge Corzo / 7777 NW 72 AVE, Medley FL / 305-887-9541
\$ 69,980.00	Sidewalk & Paving	May-2018	Miami Lakes NW 82 Ave & Oak LN	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 22,956.79	Sidewalk	May-2018	City of Tamarac FY2018	Tom Vreeland / 601d Nob Hill Rd, Tamarac / 954-597-3723
\$ 31,982.85	Sidewalk	Jun-2018	Village of Key Biscayne FY 2018	Natan Diaz / 88 W. McIntyre ST, Key Biscayne, / 305-365-7568
\$ 193,014.00	Drainage, Paving & Sidewalk	Jun-2018	Hallandale Beach, FY-16/17/00901	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach / 954-457-3043
\$ 43,903.50	Sidewalk	Jul-2018	Deerfield Beach, CDGB Sidewalk18	Will Lackwood / 200 Goolsby Boulevard / 954-480-4432

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 5,942,574.55	Drainage, Paving, Sidewalk & Water, Sewer	Jul-2018	City of Miami- B-40668. Flex Park	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 1,123,506.34	Drainage, Paving & Sidewalk	Jul-2018	City of Miami, B-40347 .Grove Park	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 604,400.81	Sidewalk	Aug-2018	Miami Gardens 15-16-039A FY18	Luis Mendozai/ 18605 NW 27th AVE, M.Gardens / 305-622-8000
\$ 828,442.50	Paving	Aug-2018	City of North Miami Asphalt FY2018	Rick Cadei/ 776 NE 125 ST, N.Miami / 305-895-9877
\$ 21,577.55	Sidewalk	Aug-2018	City of South Miami, Sidewalk 2018	Aurelio Carmentes / 4795 SW 75 AVEi/ 305-403-2063
\$ 26,645.44	Sidewalk	Sep-2018	City of Homestead FY2018	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
\$ 100,235.62	Sidewalk	Sep-2018	City of Sweet Water: Sidewalk 2018	David Hayi/ 500 SW 109 AVE, Sweetwater FLi/ 305-485-4566
\$ 89,791.60	Sidewalk	Sep-2018	City of Hallandale Beach FY2018	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043
\$ 54,503.00	Sidewalk & Paving	Sep-2018	City of Miami Springs FY2018	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$ 44,136.25	Sidewalk	Sep-2018	Wilton Manors, Sidewalk 2018	David Archackii/ 2020 Wilton DR, Wilton Manors, 954-390-2100
\$ 58,125.00	Water & Sewer	Sep-2018	ACCON: Graham Well Improvement	Joan Dorrian // 800 S. Douglas RD // 305-704-6446
\$ 322,316.80	Drainage, Paving, Sidewalk & Landscaping	Sep-2018	Town of Cutler Bay: Manta DR	Alfredo Quintero / 10720 Caribbean Blvd / 305-234-4262
\$ 382,597.78	Sidewalk	Oct-2018	Miami-Dade County, 20170304	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 165,425.61	Sidewalk	Oct-2018	Miami-Dade County, 20170305	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 347,815.26	Drainage, Paving, Sidewalk & Landscaping	Oct-2018	Palmetto Bay, Draing. 1617-11-009	Dan.Casalsi/ 9495 SW 180 ST Palmetto Bay, FLi/ 305-969-5011
\$ 249,526.10	Concrete & Paving	Nov-2018	Mastec N.A. FY-2018	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
\$ 403,957.10	Sidewalk	Nov-2018	North Miami Beach, Sidewalk 2018	Kenny Paoletti / 17050 NE 19th AVE, NMB, FLi/ 305-948-2904
\$ 421,250.00	Sidewalk	Nov-2018	Fort Lauderdale, Sidewalk 2018	Chris Palumboi/ 949 NW 38 ST, FT. Lauderdalei/ 954-828-7843
\$ 476,476.51	Drainage, Paving & Sidewalk	Dec-2018	Town of Cutler Bay: Saga Bay 1.2	Alfredo Quintero / 10720 Caribbean Blvd / 305-234-4262
\$ 225,777.24	Paving, Curb & Signalization	Dec-2018	Miami Lakes Windmill Gate Road	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 280,074.40	Sidewalk	Dec-2018	City of Cooper City FY2018	Richard Freeman / 9070 SW 51st Street / 954-434-2300
\$ 143,610.15	Sidewalk	Dec-2018	City of Dania Beach FY2018	Ronnie Navarro / 100 W. Dania Beach Blvdi/ 954-924-3615

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY-COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 203,218.93	Sidewalk & Paving	Dec-2018	Town of Miami Lakes FY2018	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 134,772.76	Sidewalk	Dec-2018	City of Weston, Sidewalk FY2018	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
\$ 88,050.00	Water & Sewer	Dec-2018	Weston, Water & Sewer Repairs	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
\$ 59,001.85	Sidewalk	Dec-2018	City of Margate, Sidewalk 2018	Nick Cucunato / 102 Rock Island, Margate, FL / 954-972-8126
\$ 184,990.00	Sidewalk	Dec-2018	Village of Pinecrest FY2018	Mark Spanioli / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 218,172.97	Sidewalk	Dec-2018	Town of Davie FY2018	Osdel Fernandez-Larrea / 6901 Range DR, Davie / 954-797-2086
\$ 1,830,675.95	Drainage, Paving & Sidewalk	Dec-2018	Coral Gables 201716LS (FY18)	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 1,586,921.40	Sidewalk	Dec-2018	City of Miami M-0096 Y5	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
\$ 275,000.00	Sidewalk	Dec-2018	City of Miramar FY2018	Bernard Buxton-Tetteh / 2300 Civic Center PL, / 954-883-5005
\$ 974,779.58	Drainage, Paving, Sidewalk & Landscaping	Dec-2018	City of Miami Beach, JOC-2018	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$ 2,038,376.70	Concrete, Pavers, Paving	Dec-2018	City of Miami JOC FY2018	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 167,671.00	Paving, Pavers	Mar-2019	North Miami Traffic Circle 26-17-18	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 35,940.76	Sidewalk	Apr-2019	City of Weston, Sidewalk FY2019	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
\$ 139,955.44	Paving	Apr-2019	City of North Miami Asphalt FY2018	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 64,840.00	Concrete Curbs	Apr-2019	Bay Harbor Valley Gutters Zone 3	Randy Daniel / 9665 Bay Harbor TER BHI, FL 305-455-7248
\$ 7,000.00	Sidewalk	May-2019	City of Hallandale Beach FY2019	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach / 954-457-3043
\$ 828,490.80	Drainage, Paving & Sidewalk	May-2019	North Miami Tressler ST Improv.	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 104,205.00	Drainage & Paving	Jun-2019	Alley Improvement 249 Poinciana	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$ 20,660.56	Sidewalk	Jun-2019	City of Tamarac FY2019	Michael Morrison / 6011 Nob Hill Rd, Tamarac / 954-597-3723
\$ 158,604.50	Sidewalk	Aug-2019	City of Miami Springs FY2019	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$ 27,387.20	Sidewalk	Aug-2019	City of South Miami, Sidewalk 2019	Aurelio Carmenates / 4795 SW 75 AVE / 305-403-2063
\$ 204,939.00	Sidewalk	Sep-2019	City of Miramar FY2019	Kirk Hobson-Garcia / 2300 Civic Center PL, / 954-883-5005
\$ 42,165.00	Sidewalk	Sep-2019	Fort Lauderdale, Sidewalk 2019	Chris Palumbo / 949 NW 38 ST, FT. Lauderdale / 954-828-7843
\$ 126,004.69	Drainage, Paving & Sidewalk	Oct-2019	Hallandale Beach, FY-18/19/006	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach / 954-457-3043

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY-COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 185,335.35	Sidewalk	Oct-2019	City of Homestead FY2019	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
\$ 497,460.18	Sidewalk	Oct-2019	Miami-Dade County, 20170179	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 29,528.10	Sidewalk	Oct-2019	Palmetto Bay, Sidewalk-FY19	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
\$ 274,624.12	Sidewalk	Nov-2019	Town of Davie FY2019	Osdel Fernandz-Larrea / 6901 Range DR, Davie / 954-797-2086
\$ 220,165.31	Sidewalk	Nov-2019	City of North Miami Beach FY19	Kenny Paoletti / 17050 NE 19th AVE, NMB, FL / 305-948-2904
\$ 217,429.75	Concrete Curbs	Nov-2019	Aventura WCCD Curb Improv.	Antonio Tomei / 19200 W Country Club DR / 305-466-8923
\$ 1,095,567.40	Concrete, Pavers, Paving	Dec-2019	City of Miami JOC FY2019	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 2,071,469.20	Water Service	Dec-2019	North Bay Village Water Meter 2017	Timothy Smith / 1666 Kennedy Causeway, NNV FL 33141
\$ 53,065.47	Sidewalk	Dec-2019	City of Margate, Sidewalk 2019	Nick Cucunato / 102 Rock Island, Margate, FL / 954-972-8126
\$ 217,260.75	Sidewalk	Dec-2019	Village of Pinecrest FY2019	Gary Krackemberger / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 147,916.00	Sidewalk	Dec-2019	City of Cooper City FY2019	Richard Freeman / 9070 SW 51st Street / 954-434-2300
\$ 361,982.13	Concrete & Paving	Dec-2019	Mastec N.A. FY-2019	Manuel Arismendy / 2801 SW 46th AVE, Davie FL / 305-232-3484
\$ 379,009.05	Sidewalk & Paving	Dec-2019	City of Dania Beach FY2019	Richard Rodriguez / 100 W. Dania Beach Blvd / 954-924-3615
\$ 983,381.25	Sidewalk	Dec-2019	Miami Gardens 15-16-039A FY19	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
\$ 3,012,297.94	Drainage, Paving, Sidewalk & Landscaping	Dec-2019	City of Miami Beach, JOC-2019	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$ 1,033,738.06	Drainage, Paving & Sidewalk	Dec-2019	Coral Gables 201706LS (FY19)	Noel Poloi / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 339,792.94	Sidewalk & Paving	Dec-2019	Town of Miami Lakes FY2019	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 311,927.00	Sidewalk	May-2020	City of Miami Springs FY2020	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$ 30,886.09	Sidewalk	Jun-2020	City of Weston, Sidewalk FY2020	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
\$ 75,047.35	Concrete & Paving	Jun-2020	Mastec N.A. FY-2020	Manuel Arismendy / 2801 SW 46th AVE, Davie FL / 305-232-3484
\$ 20,999.52	Sidewalk	Jul-2020	City of South Miami, Sidewalk 2020	Aurelio Carmenates / 4795 SW 75 AVE / 305-403-2063
\$ 28,534.08	Sidewalk	Aug-2020	City of Margate, Sidewalk 2020	Mark Collins / 102 Rock Island, Margate, FL / 954-972-8126
\$ 300,420.64	Sewer, Paving	Sep-2020	Coral Gables 2018-002 (FY20)	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 49,724.10	Sidewalk	Sep-2020	City of Hallandale Beach FY2020	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach / 954-457-3043

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\$ 354,434.59	Sidewalk	Sep-2020	City of Hialeah: 2018-19-3210-014	Yamil Alquizar / 900 E 56th ST Hialeah, FL / 305-687-2615
\$ 334,486.99	Paving	Sep-2020	Miami-Dade County. 20170231	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
\$ 219,747.25	Paving	Sep-2020	City of North Miami Asphalt FY20	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 399,984.25	Sidewalk	Sep-2020	City of North Miami Sidewalk FY20	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 149,984.85	Sidewalk	Oct-2020	City of Cooper City FY2020	Tim Flemming / 9070 SW 51st Street / 954-434-2300
\$ 1,094,209.09	Sidewalk & Paving	Oct-2020	City of Doral: ITB#2019-15	Carlos Arroyoi/ 8401 NW 53rd TER, Doral/ 305-593-6740
\$ 109,829.90	Sidewalk	Oct-2020	City of Miramar FY2020	Kirk Hobson-Garcia / 2300 Civic Center PL, / 954-883-5005
\$ 42,105.00	Sidewalk	Oct-2020	Palmetto Bay, Sidewalk-FY20	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
\$ 73,928.20	Sidewalk	Nov-2020	City of Tamarac FY2020	Michael Morrison / 60111 Nob Hill Rd, Tamarac/ 954-597-3723
\$ 640,966.01	Sidewalk	Dec-2020	Town of Davie FY2020	Osdel Fernandez-Larrea/ 6901 Range DR, Davie/ 954-797-2086
\$ 448,688.50	Concrete Curbs	Dec-2020	Aventura WCCD Curb Improv.FY20	Antonio Tomeii/ 19200 W Country Club DR/ 305-466-8923
\$ 194,786.88	Sidewalk	Dec-2020	Village of Pinecrest FY2020	Charles R. Carr / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 60,862.03	Sidewalk & Paving	Dec-2020	Town of Miami Lakes FY2020	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 155,205.30	Sidewalk	Dec-2020	City of Homestead FY2020	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
\$ 851,772.91	Sidewalk	Dec-2020	Miami Gardens 15-16-039A FY20	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
\$ 349,052.79	Sidewalk	Dec-2020	City of North Miami Beach FY20	Kenny Paoletti / 17050 NE 19th AVE, NMB, FL / 305-948-2904
\$ 195,451.80	Sidewalk & Paving	Dec-2020	City of Dania Beach FY2020	Richard Rodriguez / 100 W. Dania Beach Blvd / 954-924-3615
\$ 3,483,978.58	Drainage, Paving, Sidewalk & Landscaping	Dec-2020	City of Miami Beach, JOC-2020	Olga Sanchez / 1700 Convention Center Dr.i/ 305-673-7071
\$ 1,862,216.84	Drainage, Paving & Sidewalk	Dec-2020	Coral Gables 201706LS (FY20)	Noel Poloi/ 2800 SW 72 Ave. Miami, FL/ 305-733-0068
\$ 53,790.00	Sidewalk	Dec-2020	City of Parkland FY2020	Anthony Scerbo / 6500 Parkside DR / 954-757-4108
\$ 17,373.00	Sidewalk	May-2021	City of Miami Springs FY2021	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$ 35,660.00	Sidewalk	Jun-2021	City of Weston, Sidewalk FY2021	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
\$ 29,995.00	Sidewalk	Jul-2021	City of South Miami, Sidewalk 2021	Aurelio Carmenates / 4795 SW 75 AVE / 305-403-2063
\$ 185,631.00	Paving	Sep-2021	City of North Miami Asphalt FY21	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877

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\$ 109,991.00	Sidewalk	Sep-2021	City of North Miami Sidewalk FY21	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 332,307.00	Sewer, Paving	Sep-2021	Coral Gables 2018-002 (FY20)	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 49,850.00	Sidewalk	Sep-2021	City of Hallandale Beach FY2021	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043
\$ 970,664.00	Sidewalk	Sep-2021	City of Hialeah: 2018-19-3210-014	Yamil Alquizar / 900 E 56th ST Hialeah, FL / 305-687-2615
\$ 124,987.00	Sidewalk	Oct-2021	City of Cooper City FY2021	Tim Flemming / 9070 SW 51st Street / 954-434-2300
\$ 4,350.00	Sidewalk & Paving	Oct-2021	City of Doral: FY Repairs 2021	Carlos Arroyoi/ 8401 NW 53rd TER, Doral/ 305-593-6740
\$ 24,318.00	Sidewalk	Oct-2021	City of Miramar FY2021	Kirk Hobson-Garcia / 2300 Civic Center PL, / 954-883-5005
\$ 159,960.00	Sidewalk	Oct-2021	Palmetto Bay, Sidewalk-FY21	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
\$ 47,467.00	Sidewalk	Nov-2021	City of Tamarac FY2021	Michael Morrison / 6011 Nob Hill Rd, Tamarac / 954-597-3723
\$ 376,528.00	Concrete, Drainage, Pavers, Paving	Dec-2021	City of Miami JOC FY2021	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 2,991,540.00	Drainage, Paving, Sidewalk & Landscaping	Dec-2021	City of Miami Beach, JOC-2021	Olga Sanchez / 1700 Convention Center Dr./ 305-673-7071
\$ 135,032.00	Sidewalk	Dec-2021	City of Homestead FY2021	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
\$ 22,859.00	Sidewalk	Dec-2021	City of Margate, Sidewalk 2021	Mark Collins / 102 Rock Island, Margate, FL / 954-972-8126
\$ 922,441.00	Paving, Sidewalk	Dec-2021	City of North Miami NE 125th ST	Rick Cadei/ 776 NE 125 ST, N.Miami / 305-895-9877
\$ 246,419.00	Sidewalk	Dec-2021	City of North Miami Beach FY21	Kenny Paoletti / 17050 NE 19th AVE, NMB, FL/ 305-948-2904
\$ 57,137.00	Sidewalk	Dec-2021	City of Parkland FY2021	Anthony Scerbo / 6500 Parkside DR / 954-757-4108
\$ 462,016.00	Concrete Curbs	Dec-2021	Aventura WCCD Curb Improv.FY21	Antonio Tomeii/ 19200 W Country Club DR/ 305-466-8923
\$ 1,961,375.00	Drainage, Paving & Sidewalk	Dec-2021	Coral Gables 201706LS (FY21)	Noel Poloi/ 2800 SW 72 Ave. Miami, FL/ 305-733-0068
\$ 373,038.00	Sidewalk & Paving	Dec-2021	City of Dania Beach FY2021	Cory Taylor / 100 W. Dania Beach Blvd / 954-924-6808
\$ 1,541,128.00	Paving	Dec-2021	Miami-Dade County. 20180096	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
\$ 311,675.00	Paving, Sidewalk	Dec-2021	Miami-Dade County. 20210251	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
\$ 12,141,373.00	Water, Sewer, Paving	Dec-2021	Miami Dade Water & Sewer, S-868-R	Dalia Abrahante // 3575 S LeJeune RD Miami // 786-552-4421
\$ 166,109.00	Water, Sewer	Dec-2021	Miami Dade Water & Sewer, RPQ0249	Isaac Smith // 3575 S LeJeune RD Miami // 786-552-8989
\$ 513,964.00	Paving	Dec-2021	Oderbrecht (SFCT Cargo Yard)	Oderbrecht Construction // 6505 Blue Lagoon DR #465

[illegible]

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2022-35 Alameda Northwest and West Lakes Gardens Second Addition Drainage Improvement Project

Name of Bidder: Metro Express, Inc

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: SANTA BAY I-2 SUB-BALIN WATER QUALITY IMPROVEMENT

Name of Project Owner: TOWN OF LUTHER BAY

Scope of work: STORM DRAINAGE IMPROVEMENTS, ROADWAY MIXING AND RESURFACING

Value of Project: \$476,976.51 Is construction ongoing? Yes ☒ No ☐

Value of Construction: \$476,976.51 If no, was construction completed on time? Yes ☒ No ☐

Delivery Method: Design-Bid-Build CM @ Risk Design-Build Other: BID & BUILD

Was Construction completed within budget? ☒ Yes ☐ No

Did the Contractor contribute to any delay(s) or increased cost? Yes ☒ No ☐

Causes for Delays or Cost Increases: Design Contractor Owner Regulator N/A

Management of Subcontractors: Above expectations Average Below expectations

Project Safety Management: Above expectations Average Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Was the Contractor timely with reviews and submittals? ☒ Yes ☐ No

Number of Change Orders: SEVERAL Were any Contractor driven? Yes ☒ No ☐

Would you enter into a contract with the Contractor again in the future? Yes ☒ No ☐

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

VERY RESPONSIVE AND RESPONSIBLE CONTRACTOR

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: ALFREDA GUINER Date: 8/1/2022

Signature: [Signature] Title: PUBLIC WORKS DIRECTOR

Telephone: 305-234-4262 E-mail: AGUINER@LUTHERBAY-FL.GOV

Sincerely,

Nathalie Garcia,

Procurement Manager

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2022-35 Alameda Northwest and West Lakes Gardens Second Addition
Drainage Improvement Project

Name of Bidder: Metro Express, Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: NW 18th TERRACE FROM NW 27th AVE TO THE EAST AND END

Name of Project Owner: CITY OF MIAMI

Scope of work: UTILITY & REPAIRING, ROAD WIDENING AND DRAINAGE IMP.

Value of Project: \$ 153222.44 Is construction ongoing? Yes No ☒

Value of Construction: \$ 153222.44 If no, was construction completed on time? ☒ Yes No

Delivery Method: Design-Bid-Build CMT@ Risk Design-Build Other: SDC

Was Construction completed within budget? ☒ Yes ☐ No

Did the Contractor contribute to any delay(s) or increased cost? Yes ☒ No

Causes for Delays or Cost Increases: Design Contractor Owner Regulatory (N/A)

Management of Subcontractors: (Above expectations) Average Below expectations

Project Safety Management: (Above expectations) Average Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Was the Contractor timely with reviews and submittals? ☒ Yes ☐ No

Number of Change Orders: N/A Were any Contractor driven? Yes ☒ No

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

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Lidia Dardo Date: August 2/2022

Signature: [Signature]

Title: Construction Manager

Telephone: 786 614 7478

E-mail: Ldardo@miamicity.gov

Sincerely,

Nathalie Garcia,

Procurement Manager

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2022-35 Alameda Northwest and West Lakes Gardens Second Addition Drainage Improvement Project

Name of Bidder: Metro Express, Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Roadway Construction Along NW 102nd Ave. Between NW 162nd St and NW 170th St

Name of Project Owner: City of Hialeah

Scope of work: Build a brand new 4-lane roadway in an undeveloped area of Hialeah, new drainage, sidewalks, lighting.

Value of Project: \$ 3,568,400.00 Is construction ongoing? Yes ☐ No ☒

Value of Construction: \$ If no, was construction completed on time? Yes ☒ No ☐

Delivery Method: Design-Bid-Build CME@ Risk Design-Build Other: Bid-Build

Was Construction completed within budget? ☐ Yes ☒ No

Did the Contractor contribute to any delay(s) or increased cost? Yes ☐ No ☒

Causes for Delays or Cost Increases: Design Contractor Owner Regulatory N/A

Management of Subcontractors: Above expectations Average Below expectations

Project Safety Management: Above expectations Average Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Was the Contractor timely with reviews and submittals? ☒ Yes ☐ No

Number of Change Orders: 7 Were any Contractor driven? Yes ☐ No ☒

Would you enter into a contract with the Contractor again in the future? Yes ☒ No ☐

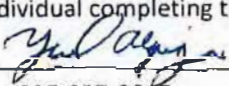
If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Change orders were triggered by unforeseen circumstances and/or omissions by the

~~Project Design firm.~~

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Yamie Alouizar Date: 08/03/2022

Signature:  Title: Roadway and Stormwater Engineering Manager

Telephone: 305-687-2615 E-mail: Yalquizar@hialeahfl.gov

Sincerely,

Nathalie Garcia,

Procurement Manager

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2022-35 Alameda Northwest and West Lakes Gardens Second Addition Drainage Improvement Project

Name of Bidder: Metro Express, Inc

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Street Improvementss201706LS (FY20)

Name of Project Owner: City of Coral Gables

Scope of work: Drainage, Paving & Sidewalk

Value of Project: \$2,000,000s00 Is construction ongoing? Yes No

Value of Construction: \$1,862,216 If no, was construction completed on time? Yes No

Delivery Method: Design-Bid-Build CM @ Risk Design-Build Other: _____

Was Construction completed within budget? ☒ Yes ☐ No

Did the Contractor contribute to any delay(s) or increased cost? Yes No

Causes for Delays or Cost Increases: Design Contractor Owner Regulatory N/A

Management of Subcontractors: Above expectations Average Below expectations

Project Safety Management: Above expectations Average Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Was the Contractor timely with reviews and submittals? ☒ Yes ☐ No

Number of Change Orders: N/A Were any Contractor driven? Yes No

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

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Noel Polo Date: 8/18/2022

Signature: [Signature] Title: Construction Manager

Telephone: 305-460-5022 E-mail: npolo@coralgables.com

Sincerely,

Nathalie Garcia,

Procurement Manager

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2022-35 Alameda Northwest and West Lakes Gardens Second Addition Drainage Improvement Project

Name of Bidder: Metro Express, Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Annual Citywide Drainage Improvements

Name of Project Owner: City of Miami Gardens

Scope of work: Installation of drainage structures and pipes, exfiltration trenches and related roadway work

Value of Project: \$ 664,000 Is construction ongoing? Yes ☒ No

Value of Construction: \$ 600,000 If no, was construction completed on time? ☒ Yes No

Delivery Method: Design-Bid-Build CM @ Risk Design-Build Other: _____

Was Construction completed within budget? ☒ Yes ☐ No

Did the Contractor contribute to any delay(s) or increased cost? Yes ☒ No

Causes for Delays or Cost Increases: Design Contractor Owner Regulatory ☒ N/A

Management of Subcontractors: Above expectations Average Below expectations

Project Safety Management: Above expectations Average Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Was the Contractor timely with reviews and submittals? ☒ Yes ☐ No

Number of Change Orders: 0 Were any Contractor driven? Yes ☒ No

Would you enter into a contract with the Contractor again in the future? ☒ Yes No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Metro Express ensured a neat, safe and secure project site. Worked well with City staff and inspectors. No complaints from residents.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Bernard Buxton-Tetteh Date: 8-18-22

Signature: [Signature] Title: Assistant Public Works Director

Telephone: 786-279-1270 E-mail: bbuxton-tetteh@miamigardens-fl.gov

Sincerely,

Nathalie Garcia,

Procurement Manager

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Metro Express, Inc.
9390 NW 109th Street
Medley, FL 33178

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

BOND AMOUNT: Five Percent of Amount Bid (**5%**)

PROJECT:

(Name, location or address, and Project number if any)

Alameda Northwest and West Lakes Gardens Second Addition Improvement Projects, ITB No. 2022-35

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of July, 2022.

Metro Express, Inc.



(Principal)

(Seal)

President

(Title)

(Witness)

Travelers Casualty and Surety Company of America



(Surety) Michael A. Bonet



Attorney-In-Fact

a

(Title)


(Witness) Stefany Delgado



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michael A Bonet** of **MIAMI**, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of July, 2022



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2022-35

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. <u>1</u>	Dated <u>7/18/22</u>
Addendum No. <u>2</u>	Dated <u>7/25/22</u>
Addendum No. <u>3</u>	Dated <u>8/3/22</u>
Addendum No. <u>4</u>	Dated <u>8/11/22</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

No Addendum issued for this Solicitation

Firm's Name: Metro Express, Inc.
Authorized Representative's Name: Delia A. Trasobares
Title: President
Authorized Signature: [Signature]



ITB 2022-35

**Alameda Northwest and West Lakes Gardens Second Addition Drainage
Improvement Projects**

Addendum #1

Due Date: 11:00 AM EST, August 15, 2022

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Questions:

1. What is the estimated cost of construction for this project?

Response: The OPC is approximately \$1,700,000.

Acknowledgement:

Delio A. Trasobares
Name of Signatory
President
Title
7/18/2022
Date

Delio A. Trasobares
Signature
Medo Express Inc.
Name of Bidder



ITB 2022-35

**Alameda Northwest and West Lakes Gardens Second Addition Drainage
Improvement Projects**

Addendum #2

Due Date: 11:00 AM EST, August 15, 2022

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications:

1. This addendum is issued to reschedule the non-mandatory pre-bid conference for **Thursday, July 28, 2022, at 11:30 AM** in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33014.

Acknowledgement:

Delio A. Trasobares
Name of Signatory
President
Title
7/25/2022
Date

[Signature]
Signature
Helo Express, Inc.
Name of Bidder



ITB 2022-35

**Alameda Northwest and West Lakes Gardens Second Addition Drainage
Improvement Projects**

Addendum #3

Due Date: 11:00 AM EST, August 15, 2022

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Questions:

1. Is there a bid bond required for this project?

Response: No.

Acknowledgement:

Deborah A. Trasobares
Name of Signatory
President
Title
8/3/2022
Date

[Signature]
Signature
Michael A. Trasobares Jr.
Name of Bidder



ITB 2022-35

**Alameda Northwest and West Lakes Gardens Second Addition Drainage
Improvement Projects**

Addendum #4

Due Date: 11:00 AM EST, August 15, 2022

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications:

1. This addendum is provided, in part, to provide the geotechnical reports provided as separate attachments.

Questions:

1. Under which line item should bidders include pricing for asphalt removal and excavation for stabilization and base?

Response: The removal of asphalt and all the excavation necessary to place all of the drainage components is to be included under the drainage line-item.

2. Who pays for Quality Control (density test, asphalt test, concrete test, etc.)?

Response: The Contractor.

Acknowledgement:

Delio A. Trasberg
Name of Signatory
President
Title
8/11/22
Date

[Signature]
Signature
Melba G. [Signature]
Name of Bidder

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 Delio A. Trasobares, President
[print individual's name and title]

for Metro Express, Inc.
[print name of entity submitting sworn statement]

whose business address is

9390 NW 109 St.
Medley, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0711071

(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


ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HM 237629
EXPIRES: July 7, 2028

NON-COLLUSIVE AFFIDAVIT

State of FL }

} SS:

County of Miami-Dade

Delio A. Trasobares being first duly sworn, deposes and says that:

- a) He/she is the owner (Owner, Partner, Officer, Representative or Agent) of Q.E.J., 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;
- e) 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:

[Signature]^a

Witness

[Signature]

Witness

By: Delio A. Trasobares

Delio A. Trasobares

(Printed Name)

President

(Title)

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 __ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 15 day of August, 2022

My Commission Expires:

[Signature]
Notary Public State of Florida at Large

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 _____ 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: [Signature]
Title: President

BEFORE ME, the undersigned authority, personally appeared [Signature] 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 [Signature] executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 15 day of August, 2022

My Commission Expires:

[Signature]
Notary Public State of Florida at Large



State of IL }
} SS:

Devin A. Tcasobers being first duly sworn

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

Signed, sealed and delivered in the presence of:

Witness

By:

Witness

(Printed Name)

(Title)

WITNESS, my hand and official seal this 15 day of August, 2022

My Commission Expires:

ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Metro Express Inc.

Authorized representative (print): John A. Vasquez

Authorized representative (signature): [Signature] Date: 8/15/2022



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Metro Express, Inc. Solicitation No.: 2022-35

By executing this affidavit, Proposer discloses any personal or business relationship or experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
	N/A	
Last name	First name	Relationship
Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
	N/A	
Last name	First name	Relationship
Last name	First name	Relationship

[Signature]
Authorized Signature

8/15/2022
Date:

Delio A. Trascabanes
Print Name

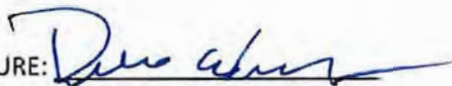
President
Title:

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the Town upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 8/15/2022

SIGNATURE: 

COMPANY: Metro Express, Inc.

ADDRESS: 9390 NW 109 St.

NAME: Delio P. Trasobares

TITLE: President

EMAIL: info@metroexpresscorp.com

PHONE NO.: 305-885-1330

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules, and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Metro Express Inc.
Company Name:

8/15/2022
Date

[Signature]
Authorized Signature:

Delio A. Trascas President
Printed Name and Title



Welcome
Angel Fernandez

≡ MENU

Company Information

Company Name

Metro Express Inc

Company ID Number

385802

Doing Business As (DBA) Name

--

DUNS Number

019047564

Physical Location

Address 1

9390 NW 109 St

Address 2

--

City

Medley

State

FL

Zip Code

33178

County

MIAMI-DADE

Mailing Address

Address 1

--

Address 2

--

City

--

State

--

Zip Code

--

Additional Information

Employer Identification Number

650711071

Total Number of Employees

20 to 99

Parent Organization

--

Administrator

--

Organization Designation

Employer Category

None of these categories apply

[View / Edit](#)

NAICS Code

238 - SPECIALTY TRADE CONTRACTORS

[View / Edit](#)

Total Hiring Sites

1

[View / Edit](#)

Total Points of Contact

2

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



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U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

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Welcome
Angel Fernandez

Company
Metro Express Inc

User ID

HOME CASES - PROFILE - COMPANY - REPORTS - RESOURCES - LOG OUT ↗

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You are viewing items 1-2 of 2

User ID	Company	User Role	Last Name	First Name	Last Login Date	Status	Locked	Logged On	
AFER1840	Metro Express Inc	Program Administrator	Fernandez	Angel	01/29/2021 11:28 AM	Current	N	Y	
IGON1743	Metro Express Inc	General User	Gonzalez	his	01/29/2021 11:21 AM	Current	N	N	

Previous Next Page 1 of 1. Go to Results per page



Last Login: 01/29/2021 01:28 AM

U.S. Department of Homeland Security

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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Metro Express Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4216.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 385802

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 385802

Approved by:

Employer Metro Express Inc	
Name (Please Type or Print) Susana Semprun	Title
Signature Electronically Signed	Date 01/18/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/18/2010

Company ID Number: 385802

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Metro Express Inc
Company Facility Address	9390 NW 109 St Medley, FL 33108
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	650711071
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 385802

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)



Company ID Number: 385802

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Angel Fernandez
Phone Number (305) 885 - 1330
Fax Number (305) 885 - 1327
Email Address angel@metroexpresscorp.com

Name Ivis Gonzalez
Phone Number (305) 885 - 1330
Fax Number (305) 885 - 1327
Email Address ivis@metroexpresscorp.com

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