

RESOLUTION No. 2009-145-1090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A CHANGE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00) TO STRAIGHTLINE ENGINEERING; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has received two grants totaling Seven Hundred Thousand Dollars (\$700,000.00) from the Florida Department of Environmental Protection for drainage improvements, and

WHEREAS, it is anticipated that drainage improvements will be made at Northwest 45th Court and Northwest 171st Terrace to Northwest 171st Street and Northwest 57th Avenue to Northwest 47th Avenue and Northwest 167th Street to Northwest 157th Street, and

WHEREAS, there are also other areas in the City that are in need of stormwater repair, and

WHEREAS, City Council previously awarded a bid to Straightline Engineering for stormwater drainage projects in an amount not to exceed Eight Hundred Thousand Dollars (\$800,000.00), and

WHEREAS, the Public Works Department has identified a small stormwater drainage repair project that needs to be completed on Northwest 28th Avenue north of Northwest 207th Street, and

WHEREAS, City staff is recommending that the City Council authorize a change order to the existing Contract with Straightline Engineering to encompass this new Project,

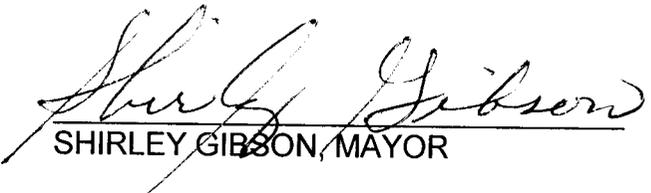
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to issue a change order in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) to Straightline Engineering for the stormwater Project.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JULY 22, 2009.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Watson
SECOND BY: Councilman Gilbert

VOTE: 6-0

| | | |
|-------------------------------|---|--|
| Mayor Shirley Gibson | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) |
| Vice Mayor Barbara Watson | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) |
| Councilman Melvin L. Bratton | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) |
| Councilman Aaron Campbell | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) |
| Councilman Andre' Williams | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) |
| Councilwoman Sharon Pritchett | <input type="checkbox"/> (Yes) | <input type="checkbox"/> (No)(not present) |
| Councilman Oliver Gilbert | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) |

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City of Miami Gardens Agenda Cover Memo

| | | | | | | | |
|--------------------------------|--|----|---------------------------------|---|------------------|-------------------------------|------------|
| Council Meeting Date: | <i>July 22, 2009</i> | | Item Type: | Resolution | Ordinance | Other | |
| | | | | X | | | |
| Fiscal Impact: | Yes | No | Ordinance Reading: | 1st Reading | | 2nd Reading | |
| | X | | | Public Hearing: | Yes | No | Yes |
| | | | | | X | | |
| Funding Source: | <i>Stormwater Fund- Small Projects</i> | | Advertising Requirement: | Yes | | No | |
| | | | | | | X | |
| Contract/P.O. Required: | Yes | No | RFP/RFQ/Bid #: | <i>ITB#08-09-010 Industrial- Residential Stormwater Improvement Project</i> | | | |
| | X | | | | | | |
| Sponsor Name | Dr. Danny Crew, City Manager | | Department: | <i>Public Works Department</i> | | | |

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE ISSUANCE OF A CHANGE ORDER IN THE AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000) TO STRAIGHTLINE ENGINEERING FOR SMALL STORMWATER PROJECT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens received two grants totaling \$700,000 from the Florida Department of Environmental Protection for drainage improvements. Drainage at NW 45th Court and NW 171st Terrace to NW 171st Street (\$100,000) and NW 57th Avenue to NW 47th Avenue and NW 167th Street to NW 157th Street (\$600,000) is required and will include French drains and installation of catch basins in order to eliminate ponding and to afford better drainage. Other areas throughout the City are also in need of small repairs, these funds (\$100,000) are available in the Storm Water Small Projects Account. The total of the stormwater projects are \$800,000.

Specifications were prepared by URS Corporation, Bid #08-09-010 and advertised on November 12, 2008. URS Corporation's specifications are for the designated area stated above, however, staff incorporated into the bid documents a requirement for the awarded Contractor's pricing to remain firm and fixed for a period of one year at a per unit measure price for miscellaneous small stormwater repairs

needed throughout the City. A broadcast notice was sent to 529 vendors. Forty-three bid packages were requested. The bids were opened on December 12, 2008. Twenty bids were received and publicity read. Bids were evaluated for compliance with the specifications and their ability to perform the work. .

On February 11, 2009, the City Council awarded the contract to Straightline Engineering for the Stormwater Drainage Projects for a total of \$800,000. The Public Works Department would like to make a change order not to exceed \$30,000 for a small stormwater project on NW 28 Avenue north of NW 207 Street (cul-de-sac). This project will provide a French Drain System to care of flooding issues in the area. Straightline Engineering has performed favorably and completed each project on time and within the contracted price.

The funding for this project is in the Stormwater Utility Budget – “Small Project” account (#41-41-03-538-641-00).

Proposed Action:

That the City Council approve the attached resolution approving the change order not to exceed \$30,000 for Stormwater Improvements to Straightline Engineering, located in Miami, Florida and to authorize the City Manager to issue the change order.

Attachment:

The Resolution # 2009-32-997 is attached as Exhibit “A”

RESOLUTION No. 2009-32-977

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID FOR INDUSTRIAL RESIDENTIAL STORMWATER IMPROVEMENTS TO STRAIGHTLINE ENGINEERING; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) FOR DRAINAGE IMPROVEMENTS AT NORTHWEST 45TH COURT AND NORTHWEST 171ST TERRACE TO NORTHWEST 171ST STREET, FROM NORTHWEST 57TH AVENUE TO NORTHWEST 47TH AVENUE, AND FROM NORTHWEST 167TH STREET TO NORTHWEST 157TH STREET AND TO ISSUE PURCHASE ORDERS ON AN AS-NEEDED BASIS NOT TO EXCEED ONE HUNDRED THOUSAND (\$100,000.00) FOR DRAINAGE IMPROVEMENTS NEEDED AT VARIOUS LOCATIONS THROUGHOUT THE CITY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has received two (2) grants totaling Seven Hundred Thousand Dollars (\$700,000.00) from the Florida Department of Environmental Protection for drainage improvements, and

WHEREAS, the City intends to conduct drainage improvements at Northwest 45th Court and Northwest 171st Terrace to Northwest 171st Street, from Northwest 57th Avenue to Northwest 47th Avenue, and from Northwest 167th Street to Northwest 157th Street, and

WHEREAS, the City will also make improvements at various other locations within the City on an as-needed basis in the amount not to exceed \$100,000.00, and

WHEREAS, specifications were prepared by URS Corporation in accordance with Bid #08-09-010 and the same was advertised on November 12, 2008, and

WHEREAS, twenty (20) bids were received and publicly read, and

WHEREAS, bids were evaluated for compliance with specifications and the responsibility to perform the work, and

WHEREAS, the apparent low bidder, Straightline Engineering, is capable of doing the work, has performed favorably and completed its prior projects for the City on a timely basis, and

WHEREAS, City staff is recommending that the City Council award the bid to Straightline Engineering, and

WHEREAS, funding is available from the aforementioned grants and from the transportation fund,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AWARD OF BID: The City Council of the City of Miami Gardens hereby awards a bid for industrial residential stormwater improvements to Straightline Engineering, and authorizes the City Manager to issue purchase orders on an as-needed basis, in an amount not to exceed eight hundred thousand dollars (\$800,000.00) for drainage improvements at Northwest 45th Court and Northwest 171st Terrace to Northwest 171st Street, from Northwest 57th Avenue to Northwest 47th Avenue, and from Northwest 167th Street to Northwest 157th Street, and to issue purchase orders on an as-needed basis not to exceed one hundred thousand (\$100,000.00) for drainage improvements needed at various locations throughout the City.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR CITY COUNCIL MEETING HELD ON FEBRUARY 11 2009.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilwoman Pritchett
SECONDED BY: Councilman Bratton

VOTE: 7-0

| | | |
|--------------------------------|------------------|---------------|
| Mayor Shirley Gibson | <u> X </u> (Yes) | <u> </u> (No) |
| Vice Mayor Barbara Watson | <u> X </u> (Yes) | <u> </u> (No) |
| Councilman Melvin L. Bratton | <u> X </u> (Yes) | <u> </u> (No) |
| Councilman Aaron Campbell | <u> X </u> (Yes) | <u> </u> (No) |
| Councilman Oliver Gilbert, III | <u> X </u> (Yes) | <u> </u> (No) |
| Councilwoman Sharon Pritchett | <u> X </u> (Yes) | <u> </u> (No) |
| Councilman André Williams | <u> X </u> (Yes) | <u> </u> (No) |



1515 NW 167 Street, Building 5 Suite 200
Miami Gardens, Florida 33169

City of Miami Gardens Agenda Cover Memo

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|--------------------------------|--|----|---------------------------------|---|-------------------------------|-------------------------------|
| Council Meeting Date: | February 11, 2009 | | Item Type: | Resolution X | Ordinance | Other |
| Fiscal Impact: | Yes | No | Ordinance Reading: | | 1st Reading | 2nd Reading |
| | X | | Public Hearing: | | Yes | No |
| Funding Source: | FDEP Stormwater Grant - \$700,000 Public Works Stormwater - \$100,000 | | Advertising Requirement: | Yes | | No |
| | | | | X | | |
| Contract/P.O. Required: | Yes | No | RFP/RFQ/Bid #: | ITB#08-09-010 Industrial-Residential Stormwater Improvement Project | | |
| | X | | | | | |
| Sponsor Name | Dr. Danny Crew, City Manager | | Department: | Public Works Department | | |

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID FOR INDUSTRIAL RESIDENTIAL STORMWATER IMPROVEMENTS TO STRAIGHTLINE ENGINEERING IN THE AMOUNT NOT TO EXCEED EIGHT HUNDRED THOUSAND DOLLARS (\$800,000); AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens received two grants totaling \$700,000 from the Florida Department of Environmental Protection for drainage improvements. Drainage at NW 45th Court and NW 171st Terrace to NW 171st Street (\$100,000) and NW 57th Avenue to NW 47th Avenue and NW 167th Street to NW 157th Street (\$600,000) is required and will include French drains and installation of catch basins in order to eliminate ponding and to afford better drainage. Other areas throughout the City are also in need of small repairs, these funds (\$100,000) are available in the Storm Water Small Projects Account. The total of the stormwater projects are \$800,000.

Specifications were prepared by URS Corporation, Bid #08-09-010 and advertised on November 12, 2008. URS Corporation's specifications are for the designated area stated above, however, staff incorporated into the bid documents a requirement for the awarded Contractor's pricing to remain firm and fixed for a period of one year at a per unit measure price for miscellaneous small stormwater repairs needed throughout the City. A broadcast notice was sent to 529 vendors. Forty-three bid packages were requested. The bids were opened on December 12, 2008. Twenty bids were received and publicity read.

Bids were evaluated for compliance with the specifications and their ability to perform the work. The apparent low bidder, Straightline Engineering has been awarded several projects for the City and has always performed favorably and completed each project on time and within the contracted price. A copy of the proposal document and submittals are available at the assistant to the mayor and council's office for review

Proposed Action:

That the City Council approve the attached resolution awarding the bid for Industrial-Residential Storm water Improvements Project in the amount of \$800,000 to Straightline Engineering, located in Miami, Florida for the and to authorize the City Manager to issue purchase orders in accordance with the bid specifications not to exceed \$800,000.

Attachment:

The tabulation sheet is attached as Exhibit "A"

Tabulation Sheet - ITB#08-09-010 Industrial-Residential Stormwater Improvements

Open: 12/18/08 @ 2:00 p.m.

| Description | Straightline Eng Miami, FL Total Cost | Tran Const. Miami, FL Total Cost | Downrite Eng Miami, FL Total Cost | Acosta Tractor Hialeah Gardens,FL Total Cost |
|-----------------------|---|--|---|--|
| Mobil/Demobil | \$ 1,000.00 | \$ 22,000.00 | \$ 5,000.00 | \$ 8,022.22 |
| MOT | \$ 1,000.00 | \$ 7,500.00 | \$ 15,000.00 | \$ 4,130.00 |
| Swale 17" | \$ 1,800.00 | \$ 3,460.00 | \$ 2,100.00 | \$ 2,689.44 |
| Swale 36" | \$ 52,800.00 | \$ 114,240.00 | \$ 57,600.00 | \$ 81,480.00 |
| Swale 36x36 | \$ 6,000.00 | \$ 10,380.00 | \$ 5,600.00 | \$ 6,718.44 |
| Curb 48" | \$ 7,600.00 | \$ 8,868.00 | \$ 7,000.00 | \$ 9,361.00 |
| Swale 48" | \$ 31,200.00 | \$ 70,320.00 | \$ 42,000.00 | \$ 47,743.92 |
| Pollution baffles | \$ 2,500.00 | \$ 5,800.00 | \$ 5,000.00 | \$ 4,450.00 |
| Asphaltic concrete | \$ 5,300.00 | \$ 8,586.00 | \$ 15,900.00 | \$ 25,911.17 |
| Pipe solid restore | \$ 42,600.00 | \$ 39,760.00 | \$ 52,540.00 | \$ 63,743.80 |
| Pipe perforated>9.1 | \$ 91,500.00 | \$ 68,625.00 | \$ 137,250.00 | \$ 99,796.00 |
| Pipe Perforated <15 | \$ 78,600.00 | \$ 69,430.00 | \$ 137,550.00 | \$ 90,167.30 |
| Trench wall | \$ 667.00 | \$ 23,345.00 | \$ 13,340.00 | \$ 10,005.00 |
| Regrade swale | \$ 5,371.00 | \$ 7,787.95 | \$ 2,954.05 | \$ 26,855.00 |
| Sodding | \$ 16,113.00 | \$ 3,222.60 | \$ 15,038.80 | \$ 22,074.81 |
| Asphaltic driveway | \$ 6,000.00 | \$ 2,000.00 | \$ 5,200.00 | \$ 8,088.00 |
| Concrete driveway | \$ 10,000.00 | \$ 13,000.00 | \$ 1,500.00 | \$ 9,356.00 |
| Milling 1" | \$ 11,000.00 | \$ 6,800.00 | \$ 4,000.00 | \$ 6,240.00 |
| Milling 2" | \$ 11,000.00 | \$ 7,200.00 | \$ 8,000.00 | \$ 6,680.00 |
| Strip 4" | \$ 400.00 | \$ 440.00 | \$ 240.00 | \$ 468.00 |
| Strip 12" | \$ 400.00 | \$ 860.00 | \$ 600.00 | \$ 488.00 |
| Markers | \$ 150.00 | \$ 144.00 | \$ 360.00 | \$ 150.00 |
| TOTAL BASE BID | \$ 383,001.00 | \$ 493,768.55 | \$ 533,772.85 | \$ 534,618.10 |

| | Unit Price | Unit Price | Unit Price | Unit Price |
|---------------------|-------------|-------------|-------------|-------------|
| Clean MH | \$ 75.00 | \$ 250.00 | \$ 250.00 | \$ 197.35 |
| Clean FD | \$ 3.50 | \$ 15.00 | \$ 4.25 | \$ 3.18 |
| Remove MH | \$ 200.00 | \$ 775.00 | \$ 700.00 | \$ 529.41 |
| Remove pipe | \$ 10.00 | \$ 30.00 | \$ 17.00 | \$ 11.76 |
| Remove concrete 4" | \$ 5.00 | \$ 6.50 | \$ 3.50 | \$ 17.47 |
| Remove concrete 6" | \$ 5.00 | \$ 8.50 | \$ 3.50 | \$ 20.12 |
| Remove asp. Drive | \$ 12.00 | \$ 4.00 | \$ 1.00 | \$ 7.94 |
| Remove flexible pvm | \$ 10.00 | \$ 7.00 | \$ 5.00 | \$ 5.18 |
| Manhole 48" | \$ 2,500.00 | \$ 5,000.00 | \$ 1,700.00 | \$ 2,361.59 |
| Conflict structure | \$ 3,000.00 | \$ 1,200.00 | \$ 1,800.00 | \$ 2,424.53 |
| Flowable fill | \$ 350.00 | \$ 700.00 | \$ 385.00 | \$ 479.29 |
| Core & tie-in | \$ 300.00 | \$ 500.00 | \$ 2,000.00 | \$ 447.06 |
| Solid 18" | \$ 50.00 | \$ 100.00 | \$ 47.00 | \$ 55.29 |
| Perforated 18" | \$ 70.00 | \$ 150.00 | \$ 93.85 | \$ 73.47 |
| Drain <-9" | \$ 10.00 | \$ 40.00 | \$ 8.00 | \$ 15.06 |
| Lime rock | \$ 110.00 | \$ 150.00 | \$ 132.00 | \$ 112.29 |
| Curb & Gutter | \$ 30.00 | \$ 25.00 | \$ 12.00 | \$ 17.06 |
| Sidewalk 4" | \$ 40.00 | \$ 20.00 | \$ 2.85 | \$ 32.29 |
| Sidewalk 6" | \$ 50.00 | \$ 25.00 | \$ 4.30 | \$ 39.18 |

Tabulation Sheet - ITB#08-09-010 Industrial-Residential Stormwater Improvements

Open: 12/18/08 @ 2:00 p.m.

| Description | Soultion Const | GMI Contract | Master Excav. | Caribe Utilities |
|-----------------------|----------------------|----------------------|----------------------|----------------------|
| | Doral, FL | Davie, FL | Miami, FL | Miami, FL |
| | Total Cost | Total Cost | Total Cost | Total Cost |
| Mobil/Demobil | \$ 16,717.00 | \$ 25,000.00 | \$ 19,250.00 | \$ 16,833.30 |
| MOT | \$ 32,742.00 | \$ 3,500.00 | \$ 25,910.00 | \$ 5,050.00 |
| Swale 17" | \$ 2,454.12 | \$ 3,160.00 | \$ 2,700.00 | \$ 2,899.00 |
| Swale 36" | \$ 78,304.32 | \$ 80,640.00 | \$ 73,440.00 | \$ 76,252.80 |
| Swale 36x36 | \$ 7,572.40 | \$ 6,320.00 | \$ 7,220.00 | \$ 6,926.40 |
| Curb 48" | \$ 7,806.13 | \$ 7,260.00 | \$ 5,810.00 | \$ 5,384.60 |
| Swale 48" | \$ 56,603.06 | \$ 67,080.00 | \$ 54,240.00 | \$ 52,077.60 |
| Pollution baffles | \$ 4,802.25 | \$ 12,500.00 | \$ 7,525.00 | \$ 7,077.50 |
| Asphaltic concrete | \$ 12,754.65 | \$ 18,285.00 | \$ 44,891.00 | \$ 4,775.30 |
| Pipe solid restore | \$ 28,314.63 | \$ 34,080.00 | \$ 83,070.00 | \$ 53,108.00 |
| Pipe perforated>9.1 | \$ 122,518.50 | \$ 100,650.00 | \$ 44,000.00 | \$ 132,522.50 |
| Pipe Perforated <15 | \$ 105,245.40 | \$ 106,110.00 | \$ 146,720.00 | \$ 149,864.00 |
| Trench wall | \$ 14,573.95 | \$ 10,005.00 | \$ 1,334.00 | \$ 12,006.00 |
| Regrade swale | \$ 10,527.16 | \$ 5,371.00 | \$ 2,685.50 | \$ 11,816.20 |
| Sodding | \$ 10,527.16 | \$ 21,484.00 | \$ 12,353.30 | \$ 18,261.40 |
| Asphaltic driveway | \$ 4,648.00 | \$ 13,800.00 | \$ 4,100.00 | \$ 2,400.00 |
| Concrete driveway | \$ 10,914.00 | \$ 18,000.00 | \$ 5,900.00 | \$ 8,640.00 |
| Milling 1" | \$ 12,000.00 | \$ 14,000.00 | \$ 14,400.00 | \$ 14,800.00 |
| Milling 2" | \$ 12,000.00 | \$ 14,000.00 | \$ 16,800.00 | \$ 14,800.00 |
| Strip 4" | \$ 544.00 | \$ 940.00 | \$ 600.00 | \$ 280.00 |
| Strip 12" | \$ 654.00 | \$ 470.00 | \$ 1,040.00 | \$ 440.00 |
| Markers | \$ 171.90 | \$ 600.00 | \$ 171.00 | \$ 180.00 |
| TOTAL BASE BID | \$ 552,394.63 | \$ 563,255.00 | \$ 574,159.80 | \$ 596,394.60 |

| | Unit Price | Unit Price | Unit Price | Unit Price |
|---------------------|-------------|-------------|-------------|-------------|
| Clean MH | \$ 100.00 | \$ 95.00 | \$ 197.00 | \$ 120.10 |
| Clean FD | \$ 4.00 | \$ 2.00 | \$ 7.90 | \$ 8.40 |
| Remove MH | \$ 500.00 | \$ 415.00 | \$ 477.00 | \$ 348.40 |
| Remove pipe | \$ 5.00 | \$ 2.50 | \$ 9.40 | \$ 9.40 |
| Remove concrete 4" | \$ 8.00 | \$ 2.50 | \$ 6.60 | \$ 2.70 |
| Remove concrete 6" | \$ 12.00 | \$ 3.00 | \$ 6.60 | \$ 4.00 |
| Remove asp. Drive | \$ 3.15 | \$ 2.00 | \$ 4.70 | \$ 1.40 |
| Remove flexible pvm | \$ 8.00 | \$ 25.00 | \$ 23.50 | \$ 24.00 |
| Manhole 48" | \$ 2,732.06 | \$ 2,350.00 | \$ 2,905.00 | \$ 2,018.70 |
| Conflict structure | \$ 2,797.33 | \$ 3,915.00 | \$ 5,580.00 | \$ 2,726.40 |
| Flowable fill | \$ 306.00 | \$ 570.00 | \$ 518.00 | \$ 540.30 |
| Core & tie-in | \$ 500.00 | \$ 645.00 | \$ 1,250.00 | \$ 708.70 |
| Solid 18" | \$ 18.61 | \$ 57.25 | \$ 62.50 | \$ 19.20 |
| Perforated 18" | \$ 58.11 | \$ 93.00 | \$ 106.00 | \$ 83.00 |
| Drain <-9" | \$ 5.00 | \$ 20.00 | \$ 10.50 | \$ 19.60 |
| Lime rock | \$ 117.00 | \$ 145.00 | \$ 181.00 | \$ 138.10 |
| Curb & Gutter | \$ 15.00 | \$ 33.00 | \$ 15.00 | \$ 18.00 |
| Sidewalk 4" | \$ 30.00 | \$ 80.00 | \$ 25.50 | \$ 32.40 |
| Sidewalk 6" | \$ 45.00 | \$ 85.00 | \$ 32.50 | \$ 43.20 |

Tabulation Sheet - ITB#08-09-010 Industrial-Residential Stormwater Improvements

Open: 12/18/08 @ 2:00 p.m.

| Description | Dev. & Comm Miami, FL | Gonzalez Pave Hialeah Gardens | Governor Const Hollywood,FL | Wms. Paving Medley, FL |
|-----------------------|--------------------------|----------------------------------|--------------------------------|---------------------------|
| | Total Cost | Total Cost | Total Cost | Total Cost |
| Mobil/Demobil | \$ 14,500.00 | \$ 2,500.00 | \$ 30,000.00 | \$ 10,000.00 |
| MOT | \$ 4,600.00 | \$ 7,920.00 | \$ 10,000.00 | \$ 6,000.00 |
| Swale 17" | \$ 2,720.00 | \$ 2,846.00 | \$ 2,342.00 | \$ 3,923.00 |
| Swale 36" | \$ 72,000.00 | \$ 84,960.00 | \$ 72,000.00 | \$ 100,704.00 |
| Swale 36x36 | \$ 6,640.00 | \$ 8,884.00 | \$ 6,800.00 | \$ 8,944.00 |
| Curb 48" | \$ 6,200.00 | \$ 6,746.00 | \$ 3,752.00 | \$ 10,900.00 |
| Swale 48" | \$ 49,200.00 | \$ 66,960.00 | \$ 43,200.00 | \$ 64,128.00 |
| Pollution baffles | \$ 6,250.00 | \$ 7,900.00 | \$ 4,075.00 | \$ 2,775.00 |
| Asphaltic concrete | \$ 12,455.00 | \$ 10,600.00 | \$ 5,300.00 | \$ 26,500.00 |
| Pipe solid restore | \$ 57,510.00 | \$ 40,896.00 | \$ 28,400.00 | \$ 86,975.00 |
| Pipe perforated>9.1 | \$ 137,250.00 | \$ 122,305.00 | \$ 152,500.00 | \$ 146,400.00 |
| Pipe Perforated <15 | \$ 131,000.00 | \$ 146,589.00 | \$ 157,200.00 | \$ 132,310.00 |
| Trench wall | \$ 9,338.00 | \$ 9,338.00 | \$ 16,675.00 | \$ 3,335.00 |
| Regrade swale | \$ 16,757.52 | \$ 4,833.00 | \$ 48,339.00 | \$ 10,473.45 |
| Sodding | \$ 15,575.90 | \$ 24,169.50 | \$ 16,113.00 | \$ 10,742.00 |
| Asphaltic driveway | \$ 4,600.00 | \$ 5,860.00 | \$ 5,800.00 | \$ 3,700.00 |
| Concrete driveway | \$ 8,280.00 | \$ 9,600.00 | \$ 4,800.00 | \$ 6,500.00 |
| Milling 1" | \$ 20,000.00 | \$ 13,600.00 | \$ 16,000.00 | \$ 5,600.00 |
| Milling 2" | \$ 22,000.00 | \$ 22,000.00 | \$ 16,000.00 | \$ 6,400.00 |
| Strip 4" | \$ 480.00 | \$ 480.00 | \$ 600.00 | \$ 200.00 |
| Strip 12" | \$ 720.00 | \$ 780.00 | \$ 600.00 | \$ 250.00 |
| Markers | \$ 180.00 | \$ 180.00 | \$ 150.00 | \$ 120.00 |
| TOTAL BASE BID | \$ 598,256.42 | \$ 599,946.50 | \$ 640,646.00 | \$ 646,879.45 |

| | Unit Price | Unit Price | Unit Price | Unit Price |
|---------------------|-------------|-------------|------------|-------------|
| Clean MH | \$ 200.00 | \$ 175.00 | | \$ 100.00 |
| Clean FD | \$ 10.00 | \$ 6.30 | | \$ 6.00 |
| Remove MH | \$ 400.00 | \$ 322.00 | | \$ 400.00 |
| Remove pipe | \$ 15.00 | \$ 5.70 | | \$ 10.00 |
| Remove concrete 4" | \$ 4.50 | \$ 6.60 | | \$ 5.00 |
| Remove concrete 6" | \$ 5.00 | \$ 7.90 | | \$ 6.00 |
| Remove asp. Drive | \$ 4.00 | \$ 2.00 | | \$ 2.00 |
| Remove flexible pvm | \$ 22.00 | \$ 5.40 | | \$ 5.00 |
| Manhole 48" | \$ 3,500.00 | \$ 2,730.00 | | \$ 3,000.00 |
| Conflict structure | \$ 5,000.00 | \$ 2,682.00 | | \$ 8,000.00 |
| Flowable fill | \$ 1,500.00 | \$ 802.00 | | \$ 550.00 |
| Core & tie-in | \$ 550.00 | \$ 658.00 | | \$ 750.00 |
| Solid 18" | \$ 50.00 | \$ 39.60 | | \$ 70.00 |
| Perforated 18" | \$ 120.00 | \$ 683.80 | | \$ 94.00 |
| Drain <-9" | \$ 20.00 | \$ 15.70 | | \$ 22.00 |
| Lime rock | \$ 170.00 | \$ 145.00 | | \$ 120.00 |
| Curb & Gutter | \$ 25.00 | \$ 19.20 | | \$ 20.00 |
| Sidewalk 4" | \$ 40.00 | \$ 40.90 | | \$ 32.00 |
| Sidewalk 6" | \$ 50.00 | \$ 48.30 | | \$ 36.00 |

Tabulation Sheet - ITB#08-09-010 Industrial-Residential Stormwater Improvements

Open: 12/18/08 @ 2:00 p.m.

| Description | Tenex Ent | Miguel Lopez | M.Vila Assoc | Ocean Bay |
|-----------------------|----------------------|----------------------|----------------------|----------------------|
| | Pompano Bch | Medley, FL | Hialeah Garden | Pompano Bch |
| | Total Cost | Total Cost | Total Cost | Total Cost |
| Mobil/Demobil | \$ 25,000.00 | \$ 1,000.00 | \$ 22,700.00 | \$ 31,700.00 |
| MOT | \$ 25,000.00 | \$ 3,500.00 | \$ 3,000.00 | \$ 14,486.50 |
| Swale 17" | \$ 5,400.00 | \$ 3,600.00 | \$ 4,200.00 | \$ 2,402.00 |
| Swale 36" | \$ 129,600.00 | \$ 96,000.00 | \$ 114,000.00 | \$ 84,144.00 |
| Swale 36x36 | \$ 11,200.00 | \$ 8,800.00 | \$ 10,040.00 | \$ 7,320.00 |
| Curb 48" | \$ 5,600.00 | \$ 6,400.00 | \$ 7,250.00 | \$ 5,310.00 |
| Swale 48" | \$ 67,200.00 | \$ 60,000.00 | \$ 69,000.00 | \$ 45,768.00 |
| Pollution baffles | \$ 7,500.00 | \$ 6,250.00 | \$ 13,625.00 | \$ 7,500.00 |
| Asphaltic concrete | \$ 10,600.00 | \$ 26,500.00 | \$ 8,215.00 | \$ 13,250.00 |
| Pipe solid restore | \$ 61,060.00 | \$ 78,100.00 | \$ 88,750.00 | \$ 103,944.00 |
| Pipe perforated>9.1 | \$ 120,475.00 | \$ 137,250.00 | \$ 146,400.00 | \$ 163,175.00 |
| Pipe Perforated <15 | \$ 110,695.00 | \$ 150,650.00 | \$ 146,065.00 | \$ 157,200.00 |
| Trench wall | \$ 16,675.00 | \$ 16,675.00 | \$ 13,340.00 | \$ 3,335.00 |
| Regrade swale | \$ 12,084.75 | \$ 10,742.00 | \$ 13,427.50 | \$ 59,081.00 |
| Sodding | \$ 12,353.30 | \$ 29,540.50 | \$ 18,798.50 | \$ 33,729.88 |
| Asphaltic driveway | \$ 5,000.00 | \$ 9,000.00 | \$ 7,100.00 | \$ 6,000.00 |
| Concrete driveway | \$ 8,000.00 | \$ 13,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| Milling 1" | \$ 6,000.00 | \$ 9,000.00 | \$ 10,600.00 | \$ 4,000.00 |
| Milling 2" | \$ 8,000.00 | \$ 13,000.00 | \$ 11,000.00 | \$ 4,000.00 |
| Strip 4" | \$ 800.00 | \$ 1,200.00 | \$ 1,000.00 | \$ 1,200.00 |
| Strip 12" | \$ 1,000.00 | \$ 1,000.00 | \$ 600.00 | \$ 1,200.00 |
| Markers | \$ 300.00 | \$ 450.00 | \$ 150.00 | \$ 300.00 |
| TOTAL BASE BID | \$ 649,543.05 | \$ 681,657.50 | \$ 719,261.00 | \$ 759,045.38 |

| | Unit Price | Unit Price | Unit Price | Unit Price |
|---------------------|-------------|-------------|-------------|-------------|
| Clean MH | \$ 250.00 | \$ 120.00 | \$ 250.00 | \$ 300.00 |
| Clean FD | \$ 20.00 | \$ 6.00 | \$ 4.50 | \$ 10.00 |
| Remove MH | \$ 1,500.00 | \$ 500.00 | \$ 535.00 | \$ 1,000.00 |
| Remove pipe | \$ 20.00 | \$ 15.00 | \$ 15.00 | \$ 10.00 |
| Remove concrete 4" | \$ 6.00 | \$ 25.00 | \$ 12.50 | \$ 15.00 |
| Remove concrete 6" | \$ 7.00 | \$ 30.00 | \$ 13.00 | \$ 20.00 |
| Remove asp. Drive | \$ 5.00 | \$ 4.50 | \$ 1.60 | \$ 10.00 |
| Remove flexible pvm | \$ 6.00 | \$ 10.00 | \$ 6.50 | \$ 20.00 |
| Manhole 48" | \$ 4,500.00 | \$ 3,500.00 | \$ 2,700.00 | \$ 3,000.00 |
| Conflict structure | \$ 5,000.00 | \$ 3,500.00 | \$ 4,500.00 | \$ 7,500.00 |
| Flowable fill | \$ 90.00 | \$ 250.00 | \$ 425.00 | \$ 1,000.00 |
| Core & tie-in | \$ 1,500.00 | \$ 1,500.00 | \$ 330.00 | \$ 500.00 |
| Solid 18" | \$ 90.00 | \$ 65.00 | \$ 65.00 | \$ 85.00 |
| Perforated 18" | \$ 145.00 | \$ 120.00 | \$ 82.00 | \$ 105.00 |
| Drain <-9" | \$ 15.00 | \$ 10.25 | \$ 13.25 | \$ 20.00 |
| Lime rock | \$ 100.00 | \$ 175.00 | \$ 158.00 | \$ 200.00 |
| Curb & Gutter | \$ 20.00 | \$ 250.00 | \$ 17.50 | \$ 50.00 |
| Sidewalk 4" | \$ 40.00 | \$ 65.00 | \$ 36.50 | \$ 40.00 |
| Sidewalk 6" | \$ 45.00 | \$ 85.00 | \$ 50.50 | \$ 50.00 |

Tabulation Sheet - ITB#08-09-010 Industrial-Residential Stormwater Improvements

Open: 12/18/08 @ 2:00 p.m.

| Description | Man Con | Intercounty Eng | Ranger Const | Ric Man Int'l |
|-----------------------|----------------------|----------------------|------------------------|------------------------|
| | Deerfield Bch | Pompano Bch | Miami, FL | Pompano Bch |
| | Total Cost | Total Cost | Total Cost | Total Cost |
| Mobil/Demobil | \$ 45,000.00 | \$ 33,500.00 | \$ 140,000.00 | \$ 68,000.00 |
| MOT | \$ 18,000.00 | \$ 15,000.00 | \$ 17,000.00 | \$ 18,000.00 |
| Swale 17" | \$ 3,720.00 | \$ 3,300.00 | \$ 3,400.00 | \$ 3,400.00 |
| Swale 36" | \$ 109,920.00 | \$ 96,000.00 | \$ 105,600.00 | \$ 127,200.00 |
| Swale 36x36 | \$ 9,720.00 | \$ 8,800.00 | \$ 9,600.00 | \$ 10,800.00 |
| Curb 48" | \$ 6,600.00 | \$ 6,800.00 | \$ 5,400.00 | \$ 9,180.00 |
| Swale 48" | \$ 68,400.00 | \$ 60,000.00 | \$ 55,200.00 | \$ 87,600.00 |
| Pollution baffles | \$ 5,850.00 | \$ 8,625.00 | \$ 10,625.00 | \$ 6,750.00 |
| Asphaltic concrete | \$ 18,550.00 | \$ 15,900.00 | \$ 47,700.00 | \$ 49,820.00 |
| Pipe solid restore | \$ 79,520.00 | \$ 103,660.00 | \$ 147,680.00 | \$ 119,280.00 |
| Pipe perforated>9.1 | \$ 183,000.00 | \$ 259,250.00 | \$ 219,600.00 | \$ 280,600.00 |
| Pipe Perforated <15 | \$ 229,250.00 | \$ 262,000.00 | \$ 188,640.00 | \$ 437,540.00 |
| Trench wall | \$ 10,005.00 | \$ 6,670.00 | \$ 17,008.50 | \$ 60,030.00 |
| Regrade swale | \$ 40,282.50 | \$ 18,798.50 | \$ 27,392.10 | \$ 13,964.60 |
| Sodding | \$ 24,169.50 | \$ 21,484.00 | \$ 17,187.20 | \$ 18,261.40 |
| Asphaltic driveway | \$ 5,800.00 | \$ 1,000.00 | \$ 12,000.00 | \$ 5,800.00 |
| Concrete driveway | \$ 8,000.00 | \$ 13,000.00 | \$ 13,000.00 | \$ 10,000.00 |
| Milling 1" | \$ 4,000.00 | \$ 16,000.00 | \$ 18,400.00 | \$ 16,400.00 |
| Milling 2" | \$ 8,000.00 | \$ 17,800.00 | \$ 20,000.00 | \$ 16,400.00 |
| Strip 4" | \$ 400.00 | \$ 960.00 | \$ 1,200.00 | \$ 1,000.00 |
| Strip 12" | \$ 600.00 | \$ 480.00 | \$ 1,200.00 | \$ 760.00 |
| Markers | \$ 225.00 | \$ 180.00 | \$ 210.00 | \$ 390.00 |
| TOTAL BASE BID | \$ 879,012.00 | \$ 969,207.50 | \$ 1,078,042.80 | \$ 1,361,176.00 |

| | Unit Price | Unit Price | Unit Price | Unit Price |
|---------------------|-------------|-------------|-------------|-------------|
| Clean MH | \$ 350.00 | \$ 250.00 | \$ 600.00 | \$ 250.00 |
| Clean FD | \$ 7.50 | \$ 3.00 | \$ 15.00 | \$ 1.43 |
| Remove MH | \$ 650.00 | \$ 2,500.00 | \$ 900.00 | \$ 560.00 |
| Remove pipe | \$ 12.00 | \$ 20.00 | \$ 20.00 | \$ 16.00 |
| Remove concrete 4" | \$ 5.00 | \$ 12.00 | \$ 24.00 | \$ 18.00 |
| Remove concrete 6" | \$ 6.00 | \$ 12.00 | \$ 26.00 | \$ 23.00 |
| Remove asp. Drive | \$ 4.00 | \$ 5.00 | \$ 5.00 | \$ 11.00 |
| Remove flexible pvm | \$ 9.00 | \$ 20.00 | \$ 13.00 | \$ 25.00 |
| Manhole 48" | \$ 7,500.00 | \$ 5,000.00 | \$ 3,000.00 | \$ 3,630.00 |
| Conflict structure | \$ 7,500.00 | \$ 7,500.00 | \$ 5,000.00 | \$ 5,720.00 |
| Flowable fill | \$ 200.00 | \$ 1,000.00 | \$ 900.00 | \$ 1,100.00 |
| Core & tie-in | \$ 1,500.00 | \$ 3,500.00 | \$ 900.00 | \$ 3,400.00 |
| Solid 18" | \$ 75.00 | \$ 100.00 | \$ 110.00 | \$ 73.00 |
| Perforated 18" | \$ 110.00 | \$ 170.00 | \$ 155.00 | \$ 210.00 |
| Drain <-9" | \$ 16.00 | \$ 25.00 | \$ 22.00 | \$ 22.00 |
| Lime rock | \$ 195.00 | \$ 200.00 | \$ 200.00 | \$ 140.00 |
| Curb & Gutter | \$ 29.00 | \$ 24.00 | \$ 30.00 | \$ 26.40 |
| Sidewalk 4" | \$ 42.00 | \$ 45.00 | \$ 45.00 | \$ 46.00 |
| Sidewalk 6" | \$ 49.00 | \$ 65.00 | \$ 65.00 | \$ 51.00 |

**CITY OF MIAMI GARDENS
CONSTRUCTION CONTRACT**

THIS CONTRACT made as of this 11th day of MARCH, 2009, by and between Straightline Engineering Group, hereinafter referred to as the CONTRACTOR, and the CITY OF MIAMI GARDENS, FLORIDA, a Florida municipal corporation, hereinafter referred to as the CITY.

WITNESSETH, that whereas, the CITY has awarded to the CONTRACTOR the Work of performing certain construction:

NOW, THEREFORE, the CITY and the CONTRACTOR, for consideration hereinafter named, agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement and General Conditions (Exhibit 1)
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s).
- (5) Notice of Award and Notice to Proceed.
- (6) Invitation to Bid and the Specifications prepared by the CITY (Exhibit 2).
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No. 08-09-010 dated December 18, 2008 (Exhibit 3).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. This Agreement dated MARCH 11, 2009 and any attachments.
- c. Exhibit 1.
- d. Exhibit 2.
- e. Exhibit 3.

1.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY in writing at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from CITY.

1.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 2. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 CONTRACTOR shall be issued a Notice of Award by the CITY. CONTRACTOR shall commence scheduling activities and permit applications within five (5) calendar days after receipt of the Notice of Award. The Notice to Proceed and Purchase Order will not be issued until CONTRACTOR'S submission to CITY of all required documents including, but not limited to: Performance and Payment Bonds, Insurance Certificates fully executed Contract.

3.1.1 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with the Work. The CONTRACTOR shall submit all necessary documents required by this provision within **fifteen** (15) calendar days of the issuance of Notice of Award.

3.2 The Work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within ninety (90) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within one hundred twenty (120) days from the date certified by CITY as the date of Final Completion for the work located at NW 57th Avenue to NW 47th Avenue and NW 167th Street to NW 157th Street and NW 45th Court and NW 171st Terrace to NW 171st Street, Miami Gardens, Florida.

3.3 Upon failure of CONTRACTOR to substantially complete the WORK for the area described in 3.2 above, herein referred to as Substantial Completion, within the specified period of time, plus approved time extensions, if any, CONTRACTOR shall pay to CITY the sum of One Hundred and Fifty Dollars (\$150.00) for each calendar day after the time specified in Section 2.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in Section 2.2 above, plus approved time extensions, if any, for completion and readiness for final payment, CONTRACTOR shall pay to CITY the sum of Two Hundred Dollars (\$200.00) for each calendar day after the time specified in Section 2.2 above, plus any approved extensions, if any, for completion and readiness for final payment. These

amounts are not penalties, but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages which the CITY will suffer as a result of the CONTRACTOR'S failure to perform and that will be obviate a formal resolution concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract as required hereunder.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

3.4 CITY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract.

3.5 CONTRACTOR shall be responsible for reimbursing CITY, in addition to liquidated damages, for all costs incurred by the Architect/Engineer in administering the construction of the WORK beyond the completion date specified above, plus approved time extensions, if any. Architect/Engineer construction costs shall be pursuant to the contract between CITY and Architect/Engineer, a copy of which is available upon request of the CONTRACTOR. All such costs shall be deducted from the monies due CONTRACTOR for performance of WORK by means of unilateral credit change orders issued by CITY, as costs are incurred by Architect/Engineer and agreed to by CITY.

ARTICLE 4. COMPENSATION

CITY shall pay CONTRACTOR as full compensation for the all material, services, labor and performance, including overhead and profit, associated with completion of all the Work, described in 3.2, in full conformity with the requirements as stated or shown in the Contract Documents, the sum of THREE HUNDRED EIGHTY-THREE THOUSAND and ONE Dollars (\$383,001.00).

CITY shall pay CONTRACTOR as full compensation for all material, services, labor and performance, including overhead and profit, associated with completion of all the Work on an Unit Price per Unit of Measure in full conformity with the requirements as stated or shown in the Contract Documents on an as needed basis when needed basis.

ARTICLE 5. PROGRESS PAYMENTS

CONTRACTOR may make Application for Payment for Work completed, at intervals of not more than once a month. However, the CITY shall not pay more than ninety percent (90%) of the total Contract Price as progress payments. The CONTRACTOR'S application shall show a complete breakdown of the Project components as dictated by the CITY, including an updated Schedule of Values showing the quantities completed and the amount requested, together with such supporting evidence as may be required by the CITY. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to the CITY as required by the General Conditions and a release of liens relative to the Work which is the subject of the Application. Each Application for Payment shall be

submitted in triplicate to the CITY. The CITY shall make payment to the CONTRACTOR within thirty (30) business days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by the CITY in accordance with the terms and conditions stipulated in the Contract Documents.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective Work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- c) Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- d) Damage to another CONTRACTOR not remedied.
- e) Liquidated damages, as well as costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from CONTRACTOR that the Work is complete and ready for final inspection and acceptance, CITY shall, within ten (10) calendar days, make an inspection thereof. The CONTRACTOR shall only receive payments if CITY finds the Work acceptable, the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, the Architect/Engineer and CITY'S Representative will submit a statement stating such to the CITY Manager.

Before the Final Payment, CONTRACTOR shall deliver to CITY a complete waiver of lien(s) or release of all lien(s), as applicable, arising out of this Contract, or receipts in full for all Work; and an Affidavit certifying that all suppliers and Sub-Contractors have been paid in full, and that all other indebtedness connected with the Work has been paid.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective Work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- C. Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- D. Damage to another CONTRACTOR not remedied.
- E. Liquidated damages and costs incurred by CITY for extended construction administration.

When the above grounds are removed or resolved satisfactorily to the CITY, payment may be made.

Final payment constituting the entire unpaid balance of the Contract sum shall be paid by CITY to the CONTRACTOR within thirty (30) days after completion of all Work, Contract fully performed and a final certificate for payment has been issued by the CITY'S representative.

ARTICLE 7. MISCELLANEOUS

7.1 Conflict: Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall control.

7.2 Independent Contractor: CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents or sub-contractors of the CITY and CONTRACTOR shall be responsible for any actions of its officer, employees, agent and subcontractors. This Contract shall not constitute or make the parties a partnership or joint venture.

7.3 Qualifications: CONTRACTOR, and the individual executing this Contract on behalf of the CONTRACTOR, warrants to the CITY that the CONTRACTOR is a Florida (corporation sole proprietorship, etc.) in good standing, and that the CONTRACTOR has all the required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described. CONTRACTOR shall insure that all Sub-Contractors have all required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described.

7.4 Entire Contract – Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Contract

contains the entire understanding of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Contract is executed. If any term in the CONTRACTOR'S proposal appears to be in direct or apparent conflict with the Contract, then the terms of the Contract shall control.

7.5 Third Party Beneficiaries: Neither CONTRACTOR nor CITY intend to directly or substantially benefit a third party by this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third-party shall be entitled to assert a claim against either of them based upon this Contract.

7.6 Notices: All notices required in this Contract shall be sent by certified mail, return receipt requested and, if sent to the CITY shall be mailed to:

City of Miami Gardens
Attn: City Manager
1515 NW 167th Street, Suite 200
Miami Gardens, FL 33169

With a Copy to: City Attorney
C/O City of Miami Gardens
1515 NW 167th Street, Suite 200
Miami Gardens, FL 33169

And if sent to the CONTRACTOR shall be mailed to:

Name: Ricky Diaz
Address: 8382 NW 70th Street
Address:
City, State & Zip: Miami, FL 33166
Contact Person: Ricky Diaz

Fed. ID# 04-3638394
Telephone # 786-845-8499
Fax # 786-845-8497
Title: President

7.7 Assignment and Performance: Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the Work required by this Contract except as authorized in the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.8 Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Contract

shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.9 Severance: In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.10 Applicable Law and Venue: This Contract shall 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 herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, CONTRACTOR and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. CONTRACTOR shall specifically bind all Sub-Contractors to the provisions of this Contract.**

7.11 Enforcement Costs: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

7.12 Amendments: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR.

7.13 Prior Contracts: This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.

7.14 Future Litigation: Contractor certifies that it shall notify the City within five (5) days of the receipt of any claims, lawsuits, or actions filed against Contractor relating to any construction projects, work or tasks either performed by Contractor or to be performed by Contractor.

7.15 Risk of Loss; Ownership: The risk of loss, injury or destruction of any personal property, including but not limited to the \$383,001.00, shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon final acceptance of the Work by CITY.

7.16 Indemnification: Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

WITNESSES:



Print Name: Manuel Vicente

Seal:

ATTEST:


City Clerk

CONTRACTOR:

By: 

Print Name: Ricardo A. Diaz
Title: President/Manager, Straightline Engineering Group

CITY OF MIAMI GARDENS



City Manager

APPROVED AS TO FORM:

CITY Attorney

Dated:

