

RESOLUTION No. 2009-59-1004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID FOR THE MIAMI GARDENS DRIVE BEAUTIFICATION PROJECT TO TRAN CONSTRUCTION, INC., IN THE AMOUNT OF THREE HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FORTY-FOUR DOLLARS (\$370,844.00) PLUS A TEN PERCENT (10%) CONTINGENCY; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS IN ACCORDANCE WITH BID SPECIFICATIONS FOR AN AMOUNT NOT TO EXCEED THE BID AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens received a matching grant in the amount of Three Hundred Thousand Dollars (\$300,000.00) from the Florida Department of Transportation, Florida Highway Beautification Council, for median improvements for Miami Gardens Drive from Northwest 2nd Avenue to Northwest 27th Avenue ("Beautification Project"), and

WHEREAS, the Beautification Project will include the removal and replacement of trees, installation and irrigation system, shrubs, sod and plants, and

WHEREAS, there is additional funding for the Beautification Project in the Public Works Capital Improvement Budget, and

WHEREAS, specifications were prepared by BEA International's sub consultant, Laura Llerena & Associates, in accordance with Invitation To Bid #08-09-022, and

WHEREAS, thirteen (13) bids were received and publicly read, and

WHEREAS, City staff evaluated the bids for compliance with the specifications and ability to perform the work, and

WHEREAS, the apparent low bidder, Superior Landscaping and Lawn Service, Inc., located in Miami, Florida, was deemed to be non-responsible as only one of their references was favorable and whereas one of their projects was not completed, and

WHEREAS, the next apparent low bidder is Tran Construction, Inc., located in Miami, Florida, and

WHEREAS, Tran Construction, Inc.'s, references and background evaluations were conducted and found to be favorable and the City staff is recommending that the City Council award the bid to Tran Construction, Inc.,

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.

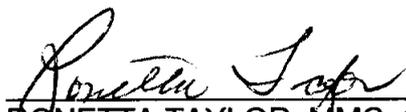
Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby awards a bid to Tran Construction, Inc., for the Miami Gardens Drive Beautification Project in the amount of Three Hundred Seventy Thousand Eight Hundred Forty-Four Dollars (\$370,844.00) plus a ten percent (10%) contingency. The City Council further authorizes the City Manager to issue purchase orders for this purpose.

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 MARCH 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: Councilman Gilbert
SECOND BY: Councilman Bratton

VOTE: 6-0

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> </u> (Yes)	<u> </u> (No) (not present)
Councilman André Williams	<u> X </u> (Yes)	<u> </u> (No)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	March 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:	Matching Grant Florida Department of Transportation and Public Works Capital Improvement		Advertising Requirement:		Yes X	No
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:		<i>ITB#08-09-022 Miami Gardens Drive Landscape Beautification 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, AWARDING A BID FOR THE MIAMI GARDENS DRIVE BEAUTIFICATION PROJECT TO TRAN CONSTRUCTION, INC., IN THE AMOUNT OF THREE HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FORTY-FOUR DOLLARS (\$370,844.00) PLUS A TEN PERCENT (10%) CONTINGENCY; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS IN ACCORDANCE WITH BID SPECIFICATIONS FOR AN AMOUNT NOT TO EXCEED THE BID AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens received a matching grant with a maximum total of \$300,000 from the Florida Department of Transportation, Florida Highway Beautification Council Grant for median improvements for Miami Gardens Drive from NW 2nd Avenue to NW 27th Avenue. The project includes removal and replacement of trees, installation of an irrigation system; shrubs, sod and plants. Additional funds for this project is budgeted in the Public Works Capital Improvements.

Specifications were prepared by BEA International's sub consultant, Laura Llerena & Associates, ITB #08-09-022 and advertised on December 22, 2008. A broadcast notice was sent to 1,353 vendors. Sixty-eight bid packages were requested. The bids were opened on February 5, 2009. Thirteen bids were received and publicity read.

Mariana Pitiriciu, City Engineer and Kerrith Fiddler, Public Works Inspector evaluated the bids for compliance with the specifications and their ability to perform the work. The apparent low bidder, Superior Landscaping and Lawn Service, Inc., located in Miami, Florida was determined to be non-responsible as out of the references received only one was favorable, and the project is not completed nor is the scope of work similar to our project. Under section titled "Consideration of Bids", it specifically states that determination of the lowest qualified responsible bidder, in addition to price, shall be considered based on quality of performance on previous contracts and the ability, capacity and skill of the bidder to perform the Contract.

Based on the evaluation, the apparent second low bidder is Tran Construction, Inc. located in Miami, Florida. Reference and background evaluations were conducted and found favorable.

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 Miami Gardens Drive Beautification Project in the amount of \$370,844.00 plus a 10% contingency to Tran Construction, Inc., located in Miami, Florida and to authorize the City Manager to issue purchase orders in accordance with the bid specifications for an amount not to exceed the remaining allocated budget from the \$300,000 grant and the other \$300,000 from the Capital Improvement Budget.

Attachment:

. The tabulation sheet is attached as Exhibit "A"

Tabulation Sheet - ITB#08-09-022 Miami Gardens Drive Beautification Project

Item	Tran Construction Inc. Miami, FL			Miami Gardens, FL			Southcoast Group Miami, FL			Elan Lawn & Landscape Pembroke Pines, FL			Superior Landscape Miami, FL			Jerry's Custom Land Miramar, FL*		
	Est. Qty	UOM	Unit Cost	Est. Total	Unit Cost	Est. Total	Unit Cost	Est. Total	Unit Cost	Est. Total	Unit Cost	Est. Total	Unit Cost	Est. Total	Unit Cost	Est. Total		
Mobil/Demobil	1	LS	\$ 15,990.00	\$ 15,990.00	\$ 20,000.00	\$ 20,000.00	\$ 35,949.68	\$ 35,949.68	\$ 25,000.00	\$ 25,000.00	\$ 880.00	\$ 880.00	\$ 37,500.00	\$ 37,500.00				
Ins & bonds	1	LS	\$ 12,750.00	\$ 12,750.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 37,500.00	\$ 37,500.00				
MGT	1	LS	\$ 3,465.00	\$ 3,465.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,400.00	\$ 2,400.00	\$ 5,000.00	\$ 5,000.00				
Clear & Grub	1	LS	\$ 4,797.00	\$ 4,797.00	\$ 15,000.00	\$ 15,000.00	\$ 17,500.00	\$ 17,500.00	\$ 7,500.00	\$ 7,500.00	\$ 9,020.00	\$ 9,020.00	\$ 50.00	\$ 50.00				
Prot Trees	155	EA	\$ 54.00	\$ 8,370.00	\$ 150.00	\$ 23,250.00	\$ 25.80	\$ 3,999.00	\$ 30.00	\$ 4,650.00	\$ 10.00	\$ 1,550.00	\$ -	\$ -				
Remove Trees	58	EA	\$ 27.00	\$ 1,566.00	\$ 65.00	\$ 3,770.00	\$ 50.00	\$ 2,900.00	\$ 100.00	\$ 5,800.00	\$ 210.00	\$ 12,180.00	\$ 250.00	\$ 14,500.00				
Mahogany Tree	94	EA	\$ 235.00	\$ 22,090.00	\$ 325.00	\$ 30,550.00	\$ 421.60	\$ 39,630.40	\$ 260.00	\$ 24,440.00	\$ 210.00	\$ 19,740.00	\$ 200.00	\$ 18,800.00				
Pink Trumpet	49	EA	\$ 198.00	\$ 9,702.00	\$ 284.00	\$ 13,916.00	\$ 311.66	\$ 15,271.34	\$ 250.00	\$ 12,250.00	\$ 149.00	\$ 7,301.00	\$ 200.00	\$ 9,800.00				
Wild Tamarind	2	EA	\$ 292.00	\$ 584.00	\$ 290.00	\$ 580.00	\$ 321.66	\$ 643.32	\$ 260.00	\$ 520.00	\$ 295.00	\$ 590.00	\$ 200.00	\$ 400.00				
Royal Poinciana	18	EA	\$ 267.00	\$ 4,806.00	\$ 375.00	\$ 6,750.00	\$ 421.66	\$ 7,589.88	\$ 260.00	\$ 4,680.00	\$ 190.00	\$ 3,420.00	\$ 200.00	\$ 3,600.00				
Live Oak	5	EA	\$ 314.00	\$ 1,570.00	\$ 375.00	\$ 1,875.00	\$ 471.66	\$ 2,358.30	\$ 260.00	\$ 1,300.00	\$ 255.00	\$ 1,275.00	\$ 350.00	\$ 1,750.00				
Royal Palm	61	EA	\$ 421.00	\$ 25,681.00	\$ 350.00	\$ 21,350.00	\$ 751.66	\$ 45,851.26	\$ 450.00	\$ 27,450.00	\$ 300.00	\$ 18,300.00	\$ 100.00	\$ 6,100.00				
Petite Ikora	2183	EA	\$ 7.00	\$ 15,281.00	\$ 9.00	\$ 19,647.00	\$ 13.08	\$ 28,553.64	\$ 7.00	\$ 15,281.00	\$ 6.00	\$ 13,098.00	\$ 10.00	\$ 21,830.00				
Aborcola Trinette	4131	EA	\$ 4.00	\$ 16,524.00	\$ 9.00	\$ 37,179.00	\$ 6.38	\$ 26,355.78	\$ 7.00	\$ 28,917.00	\$ 2.60	\$ 10,740.60	\$ 2.00	\$ 8,262.00				
Drawf Plumbago	1103	EA	\$ 7.00	\$ 7,721.00	\$ 9.00	\$ 9,927.00	\$ 10.08	\$ 11,118.24	\$ 7.00	\$ 7,721.00	\$ 5.20	\$ 5,735.60	\$ 10.00	\$ 11,030.00				
Wax Jasmine	1024	EA	\$ 7.00	\$ 7,168.00	\$ 9.00	\$ 9,216.00	\$ 10.08	\$ 10,321.92	\$ 7.00	\$ 7,168.00	\$ 5.20	\$ 5,324.80	\$ 10.00	\$ 10,240.00				
Sod	135,000	SQ.FT.	\$ 0.25	\$ 33,750.00	\$ 0.40	\$ 54,000.00	\$ 0.31	\$ 41,850.00	\$ 0.30	\$ 40,500.00	\$ 0.32	\$ 43,200.00	\$ 2.00	\$ 270,000.00				
Brick Pavers	750	SQ.FT.	\$ 9.00	\$ 6,750.00	\$ 7.50	\$ 5,625.00	\$ 10.00	\$ 7,500.00	\$ 25.00	\$ 18,750.00	\$ 1.00	\$ 750.00	\$ 25.00	\$ 18,750.00				
Mulch	250	CU.YD	\$ 35.00	\$ 8,750.00	\$ 44.00	\$ 11,000.00	\$ 133.06	\$ 33,266.00	\$ 52.00	\$ 13,000.00	\$ 46.00	\$ 11,500.00	\$ 15.00	\$ 3,750.00				
Plant Soil	250	CU.YD	\$ 20.00	\$ 5,000.00	\$ 37.00	\$ 9,250.00	\$ 235.91	\$ 58,978.00	\$ 38.00	\$ 9,500.00	\$ 38.75	\$ 9,687.50	\$ 150.00	\$ 37,500.00				
Top Soil	1250	CU.YD	\$ 13.10	\$ 16,375.00	\$ 30.00	\$ 37,500.00	\$ 2.00	\$ 2,500.00	\$ 25.00	\$ 31,250.00	\$ 29.00	\$ 36,250.00	\$ 100.00	\$ 125,000.00				
Fertilizer	1	LS	\$ 1,066.00	\$ 1,066.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,580.00	\$ 1,580.00	\$ 2,977.00	\$ 2,977.00	\$ 1,000.00	\$ 1,000.00				
Spray heads	2245	EA	\$ 16.00	\$ 35,920.00	\$ 19.00	\$ 42,655.00	\$ 40.00	\$ 89,800.00	\$ 12.00	\$ 26,940.00	\$ 10.55	\$ 23,684.75	\$ 2.00	\$ 4,490.00				
PGA Values	38	EA	\$ 267.00	\$ 10,146.00	\$ 300.00	\$ 11,400.00	\$ 400.00	\$ 15,200.00	\$ 300.00	\$ 11,400.00	\$ 175.00	\$ 6,650.00	\$ 50.00	\$ 1,900.00				
Wtr mtr & back	6	EA	\$ 450.00	\$ 2,700.00	\$ 5,000.00	\$ 30,000.00	\$ 3,500.00	\$ 21,000.00	\$ 1,600.00	\$ 9,600.00	\$ 930.00	\$ 5,580.00	\$ 250.00	\$ 1,500.00				
Gate Values	42	EA	\$ 61.00	\$ 2,562.00	\$ 170.00	\$ 7,140.00	\$ 100.00	\$ 4,200.00	\$ 310.00	\$ 13,020.00	\$ 115.00	\$ 4,830.00	\$ 150.00	\$ 6,300.00				
Controller	6	EA	\$ 450.00	\$ 2,700.00	\$ 1,600.00	\$ 9,600.00	\$ 3,000.00	\$ 18,000.00	\$ 1,400.00	\$ 8,400.00	\$ 1,950.00	\$ 11,700.00	\$ 250.00	\$ 1,500.00				
3" Main	8300	LINEAR FT	\$ 4.30	\$ 35,690.00	\$ 6.50	\$ 53,950.00	\$ 5.00	\$ 41,500.00	\$ 10.50	\$ 87,150.00	\$ 2.80	\$ 23,240.00	\$ 1.00	\$ 8,300.00				
Lateral Line	33,200	LINEAR FT	\$ 1.10	\$ 36,520.00	\$ 3.50	\$ 116,200.00	\$ 1.50	\$ 49,800.00	\$ 4.00	\$ 132,800.00	\$ 0.85	\$ 28,220.00	\$ 1.00	\$ 33,200.00				
Sleeves	1350	LINEAR FT	\$ 11.00	\$ 14,850.00	\$ 22.00	\$ 29,700.00	\$ 25.00	\$ 33,750.00	\$ 43.50	\$ 58,725.00	\$ 31.00	\$ 41,850.00	\$ 2.00	\$ 2,700.00				
TOTAL BASE BID				\$ 370,844.00		\$ 683,030.00		\$ 724,366.76		\$ 647,792.00		\$ 368,674.25		\$ 702,252.00				
1 YR Maint.	1	LS	\$ 27,000.00	\$ 27,000.00	\$ 15,000.00	\$ 15,000.00	\$ 102,000.00	\$ 102,000.00	\$ 18,000.00	\$ 18,000.00	\$ 40,100.00	\$ 40,100.00	\$ 20,000.00	\$ 20,000.00				
6 MO Maint.	1	LS	\$ 13,500.00	\$ 13,500.00	\$ 25,000.00	\$ 25,000.00	\$ 51,000.00	\$ 51,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,050.00	\$ 20,050.00	\$ 10,000.00	\$ 10,000.00				

Tabulation Sheet - ITB#08-09-022 Miami Gardens Drive Beautification Project cont. Pg 2

Item	Dixie Landscape Co** Miami, FL			ValleyCrest Landscape Homestead, FL			SFM Services Miami FL			Vila & Son Medley, FL			Amaro Landscape*** Miami FL			Weekley Asphalt Pembroke Pines, FL		
	Est. Qty	UOM	Unit Cost	Est. Total	Unit Cost	Est. Total	Unit Cost	Est. Total	Unit Cost	Est. Total	Unit Cost	Est. Total	Unit Cost	Est. Total	Unit Cost	Est. Total	Unit Cost	Est. Total
Mobil/Demobil	1	LS	\$ -	\$ -	\$ 650.36	\$ 650.36	\$ 4,000.00	\$ 4,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 26,798.00	\$ 26,798.00	\$ 2,000.00	\$ 2,000.00		
Ins & bonds	1	LS	\$ 9,921.48	\$ 9,921.48	\$ 910.50	\$ 910.50	\$ 20,000.00	\$ 20,000.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 10,509.00	\$ 10,509.00	\$ 8,500.00	\$ 8,500.00		
MOT	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 7,654.23	\$ 7,654.23	\$ 8,000.00	\$ 8,000.00	\$ 2,457.00	\$ 2,457.00	\$ 2,457.00	\$ 2,457.00	\$ 18,000.00	\$ 18,000.00	\$ 12,000.00	\$ 12,000.00		
Clear & Grub	1	LS	\$ 25,200.00	\$ 25,200.00	\$ 26,798.37	\$ 26,798.37	\$ 25,000.00	\$ 25,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00	\$ 15,000.00	\$ 44,193.00	\$ 44,193.00		
Prot Trees	155	EA	\$ 130.00	\$ 20,150.00	\$ 52.21	\$ 8,092.55	\$ 35.00	\$ 5,425.00	\$ 21.90	\$ 3,394.50	\$ 21.90	\$ 3,394.50	\$ 12.00	\$ 1,860.00	\$ 55.00	\$ 8,525.00		
Remove Trees	58	EA	\$ 68.97	\$ 4,000.26	\$ 118.16	\$ 6,853.28	\$ 50.00	\$ 2,900.00	\$ 118.20	\$ 6,855.60	\$ 118.20	\$ 6,855.60	\$ 250.00	\$ 14,500.00	\$ 95.00	\$ 5,510.00		
Mahogany Tree	94	EA	\$ 350.00	\$ 32,900.00	\$ 223.91	\$ 21,047.54	\$ 280.00	\$ 26,320.00	\$ 151.50	\$ 14,241.00	\$ 151.50	\$ 14,241.00	\$ 225.00	\$ 21,150.00	\$ 202.00	\$ 18,988.00		
Pink Trumpet	49	EA	\$ 280.00	\$ 13,720.00	\$ 217.41	\$ 10,653.09	\$ 240.00	\$ 11,760.00	\$ 139.70	\$ 6,845.30	\$ 139.70	\$ 6,845.30	\$ 195.00	\$ 9,555.00	\$ 216.00	\$ 10,584.00		
Wild Tamarind	2	EA	\$ 240.00	\$ 480.00	\$ 223.54	\$ 447.08	\$ 240.00	\$ 480.00	\$ 155.70	\$ 311.40	\$ 155.70	\$ 311.40	\$ 225.00	\$ 450.00	\$ 230.00	\$ 460.00		
Royal Poinciana	18	EA	\$ 130.00	\$ 2,340.00	\$ 223.90	\$ 4,030.20	\$ 280.00	\$ 5,040.00	\$ 143.50	\$ 2,583.00	\$ 143.50	\$ 2,583.00	\$ 225.00	\$ 4,050.00	\$ 260.00	\$ 4,680.00		
Live Oak	5	EA	\$ 200.00	\$ 1,000.00	\$ 236.98	\$ 1,184.90	\$ 300.00	\$ 1,500.00	\$ 239.80	\$ 1,199.00	\$ 239.80	\$ 1,199.00	\$ 265.00	\$ 1,325.00	\$ 288.00	\$ 1,440.00		
Royal Palm	61	EA	\$ 300.00	\$ 18,300.00	\$ 372.06	\$ 22,695.66	\$ 300.00	\$ 18,300.00	\$ 241.40	\$ 14,725.40	\$ 241.40	\$ 14,725.40	\$ 595.00	\$ 36,295.00	\$ 504.00	\$ 30,744.00		
Petite Ixora	2183	EA	\$ 6.88	\$ 15,019.04	\$ 6.11	\$ 13,338.13	\$ 8.25	\$ 18,009.75	\$ 6.00	\$ 13,098.00	\$ 6.00	\$ 13,098.00	\$ 5.00	\$ 10,915.00	\$ 8.00	\$ 17,464.00		
Aboricola Trinette	4131	EA	\$ 6.88	\$ 28,421.28	\$ 6.44	\$ 26,603.64	\$ 8.25	\$ 34,080.75	\$ 2.60	\$ 10,740.60	\$ 2.60	\$ 10,740.60	\$ 5.00	\$ 20,655.00	\$ 7.50	\$ 30,982.50		
Drawf Plumbago	1103	EA	\$ 3.66	\$ 4,036.98	\$ 6.11	\$ 6,739.33	\$ 8.25	\$ 9,099.75	\$ 5.60	\$ 6,176.80	\$ 5.60	\$ 6,176.80	\$ 5.00	\$ 5,515.00	\$ 7.50	\$ 8,272.50		
Wax Jasmine	1024	EA	\$ 6.88	\$ 7,045.12	\$ 5.79	\$ 5,928.96	\$ 8.25	\$ 8,448.00	\$ 5.60	\$ 5,734.40	\$ 5.60	\$ 5,734.40	\$ 5.00	\$ 5,120.00	\$ 7.50	\$ 7,680.00		
Sod	135,000	SQ.FT.	\$ 0.30	\$ 40,500.00	\$ 0.32	\$ 43,200.00	\$ 0.32	\$ 43,200.00	\$ 0.47	\$ 63,450.00	\$ 0.47	\$ 63,450.00	\$ 0.31	\$ 41,850.00	\$ 0.35	\$ 47,250.00		
Brick Pavers	750	SQ.FT.	\$ 6.30	\$ 4,725.00	\$ 5.91	\$ 4,432.50	\$ 6.50	\$ 4,875.00	\$ 13.90	\$ 10,425.00	\$ 13.90	\$ 10,425.00	\$ 7.00	\$ 5,250.00	\$ 5.60	\$ 4,200.00		
Mulch	250	CU.YD.	\$ 31.00	\$ 7,750.00	\$ 47.18	\$ 11,795.00	\$ 40.00	\$ 10,000.00	\$ 52.40	\$ 13,100.00	\$ 52.40	\$ 13,100.00	\$ 40.00	\$ 10,000.00	\$ 41.00	\$ 10,250.00		
Plant Soil	250	CU.YD.	\$ 32.00	\$ 8,000.00	\$ 32.13	\$ 8,032.50	\$ 38.00	\$ 9,500.00	\$ 31.30	\$ 7,825.00	\$ 31.30	\$ 7,825.00	\$ 30.00	\$ 7,500.00	\$ 28.50	\$ 7,125.00		
Top Soil	1250	CU.YD.	\$ 26.00	\$ 32,500.00	\$ 32.26	\$ 40,325.00	\$ 28.00	\$ 35,000.00	\$ 18.00	\$ 22,500.00	\$ 18.00	\$ 22,500.00	\$ 20.00	\$ 25,000.00	\$ 20.00	\$ 25,000.00		
Fertilizer	1	LS	\$ 2,070.00	\$ 2,070.00	\$ 634.62	\$ 634.62	\$ 2,500.00	\$ 2,500.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 1,300.00	\$ 1,300.00	\$ 950.00	\$ 950.00		
Spray heads	2245	EA	\$ 15.63	\$ 35,089.35	\$ 10.48	\$ 23,527.60	\$ 16.05	\$ 36,032.25	\$ 12.04	\$ 27,029.80	\$ 12.04	\$ 27,029.80	\$ 40.00	\$ 89,800.00	\$ 22.75	\$ 51,073.75		
PGA Values	38	EA	\$ 223.68	\$ 8,499.84	\$ 127.12	\$ 4,830.56	\$ 267.50	\$ 10,165.00	\$ 359.40	\$ 13,657.20	\$ 359.40	\$ 13,657.20	\$ 535.00	\$ 20,330.00	\$ 893.00	\$ 33,934.00		
Wtr mtr & back	6	EA	\$ 1,091.92	\$ 6,551.52	\$ 997.28	\$ 5,983.68	\$ 5,082.50	\$ 30,495.00	\$ 3,207.95	\$ 19,247.70	\$ 3,207.95	\$ 19,247.70	\$ 1,250.00	\$ 7,500.00	\$ 3,125.00	\$ 18,750.00		
Gate Values	42	EA	\$ 208.21	\$ 8,744.82	\$ 46.05	\$ 1,934.10	\$ 107.00	\$ 4,494.00	\$ 207.55	\$ 8,717.10	\$ 207.55	\$ 8,717.10	\$ 425.00	\$ 2,550.00	\$ 100.00	\$ 4,200.00		
Controller	6	EA	\$ 1,120.44	\$ 6,722.64	\$ 1,491.23	\$ 8,947.38	\$ 2,033.00	\$ 12,198.00	\$ 1,842.23	\$ 11,053.38	\$ 1,842.23	\$ 11,053.38	\$ 425.00	\$ 2,550.00	\$ 1,250.00	\$ 7,500.00		
3" Main	8300	LINEAR FT	\$ 10.75	\$ 89,225.00	\$ 4.65	\$ 38,595.00	\$ 5.35	\$ 44,405.00	\$ 5.49	\$ 45,567.00	\$ 5.49	\$ 45,567.00	\$ 5.00	\$ 41,500.00	\$ 6.20	\$ 51,460.00		
Lateral Line	33,200	LINEAR FT	\$ 1.05	\$ 34,860.00	\$ 1.18	\$ 39,179.00	\$ 2.41	\$ 80,012.00	\$ 1.47	\$ 48,804.00	\$ 1.47	\$ 48,804.00	\$ 1.25	\$ 41,500.00	\$ 2.60	\$ 86,320.00		
Sleeves	1350	LINEAR FT	\$ 38.25	\$ 51,651.00	\$ 29.06	\$ 39,231.00	\$ 23.54	\$ 31,779.00	\$ 39.11	\$ 52,798.50	\$ 39.11	\$ 52,798.50	\$ 35.56	\$ 48,006.00	\$ 45.00	\$ 60,750.00		
TOTAL BASE BID				\$ 523,923.33		\$ 395,120.30		\$ 553,018.50		\$ 459,936.88		\$ 459,936.88		\$ 549,033.00		\$ 597,035.75		
1 YR Maint.	1	LS	\$ 18,112.50	\$ 18,112.50	\$ 37,154.36	\$ 37,154.36	\$ 46,000.00	\$ 46,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 66,000.00	\$ 66,000.00	\$ 68,750.00	\$ 68,750.00		
6 MO Maint.	1	LS	\$ 9,056.25	\$ 9,056.25	\$ 18,577.11	\$ 18,577.11	\$ 23,000.00	\$ 23,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 33,000.00	\$ 33,000.00	\$ 35,000.00	\$ 35,000.00		

Tabulation Sheet - ITB#08-09-022 Miami Gardens Drive Beautification Project cont. Pg 3

Item	Est. Qty	UOM	Unit Cost	Est. Total
Arazoza Brothers Homestead, FL				
Mobil/Demobil	1	LS	\$ 22,000.00	\$ 22,000.00
Ins & bonds	1	LS	\$ 7,500.00	\$ 7,500.00
MOT	1	LS	\$ 20,000.00	\$ 20,000.00
Clear & Grub	1	LS	\$ 18,000.00	\$ 18,000.00
Prot Trees	155	EA	\$ 10.00	\$ 1,550.00
Remove Trees	58	EA	\$ 100.00	\$ 5,800.00
Mahogany Tree	94	EA	\$ 180.00	\$ 16,920.00
Pink Trumpet	49	EA	\$ 140.00	\$ 6,860.00
Wild Tamarind	2	EA	\$ 160.00	\$ 320.00
Royal Poinciana	18	EA	\$ 180.00	\$ 3,240.00
Live Oak	5	EA	\$ 180.00	\$ 900.00
Royal Palm	61	EA	\$ 450.00	\$ 27,450.00
Petite Ivora	2183	EA	\$ 6.00	\$ 13,098.00
Aboricola Trinette	4131	EA	\$ 3.00	\$ 12,393.00
Drawf Plumbago	1103	EA	\$ 5.50	\$ 6,066.50
Wax Jasmine	1024	EA	\$ 5.50	\$ 5,632.00
Sod	135,000	SQ.FT.	\$ 0.26	\$ 35,100.00
Brick Pavers	750	SQ.FT.	\$ 5.50	\$ 4,125.00
Mulch	250	CU.YD	\$ 30.00	\$ 7,500.00
Plant Soil	250	CU.YD	\$ 25.00	\$ 6,250.00
Top Soil	1250	CU.YD	\$ 12.00	\$ 15,000.00
Fertilizer	1	LS	\$ 1,000.00	\$ 1,000.00
Spray heads	2245	EA	\$ 14.82	\$ 33,270.90
PGA Values	38	EA	\$ 207.20	\$ 7,873.60
Wtr mtr &back	6	EA	\$ 550.00	\$ 3,300.00
Gate Values	42	EA	\$ 76.00	\$ 3,192.00
Controller	6	EA	\$ 1,366.25	\$ 8,197.50
3" Main	8300	LINEAR FT	\$ 8.00	\$ 66,400.00
Lateral Line	33,200	LINEAR FT	\$ 1.10	\$ 36,520.00
Sleeves	1350	LINEAR FT	\$ 27.40	\$ 36,990.00
TOTAL BASE BID				\$ 432,448.50
1 YR Maint.	1	LS	\$ 24,000.00	\$ 24,000.00
6 MO Maint.	1	LS	\$ 12,000.00	\$ 12,000.00

*Jerry's Custom Landscaping Inc. - did not submit on the Revised Bid Form - no prices submitted for Protection of Existing Trees
 ** Dixie Landscape Company did not submit questionnaire or references
 *** Amaro Landscape Assoc. did not submit the drug free workplace form

CITY OF MIAMI GARDENS
CONSTRUCTION CONTRACT

THIS CONTRACT made as of this 12th day of MARCH, 2009, by and between TRAN CONSTRUCTION, INC., 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. 08-09-022 dated February 5, 2009 (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 3/12/09 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.

3.3 Upon failure of CONTRACTOR to substantially complete the WORK, 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 in full conformity with the requirements as stated or shown in the Contract Documents, the sum of Three Hundred Seventy Thousand Eight Hundred and Forty-Four Dollars (\$370,844.00) and Twenty-Seven Thousand Dollars (\$27,000.00) for one year maintenance.

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. Upon Final Completion and acceptance one half (1/2) of the retainage will be returned to CONTRACTOR in accordance with the terms and conditions stipulated in the Contract Documents.

One half (1/2) of the retainage fee shall be held and shall be redeemable upon satisfactory completion of the twelve (12) months maintenance/warranty period.

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: Tran Construction Inc.
Address: 1000 NW 54th Street
Address:
City, State & Zip: Miami, FL 33127
Contact Person: Henry Loudon

Fed. ID# 65-0816806
Telephone # 305-756-7756
Fax # 305-756-7780
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 \$370,844.00, 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.

ARTICLE 8. INDEMNIFICATION

8.1 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: ANA LOPEZ

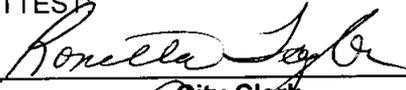
CONTRACTOR:

By: 

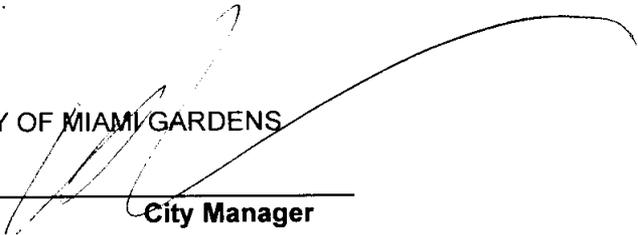
Print Name: HENRY T. LOUDON

Title: PRESIDENT

ATTEST



City Clerk

Seal:
CITY OF MIAMI GARDENS


City Manager

APPROVED AS TO FORM:



CITY Attorney

Dated:

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2009

PRODUCER (305)822-7800 FAX
Collinsworth, Alter, Fowler, Dowling & French
P. O. Box 9315
Miami Lakes, FL 33014-9315
Freya Perdomo

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Tran Construction, Inc.
1000 - 1020 NW 54th Street
Miami, FL 33127

INSURER A: Amerisure Mutual Ins Co
INSURER B: Markel Underwriting Managers, Inc.
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL201861704	04/01/2008	04/01/2009	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A		AUTOMOBILE LIABILITY	CA201719105	04/01/2008	04/01/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY	CU201719005	04/01/2008	04/01/2009	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0				AGGREGATE \$ 5,000,000 \$ \$ \$	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2057617	10/16/2008	10/16/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B		OTHER Commercial Pollution Liability	2008009PL	12/17/2008	12/17/2009	\$2,000,000 Per Occurrence \$2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Description BID# 08-09-022 Miami Gardens Drive Landscape Beautification Project

The company will issued a 30 day notice of cancellation, except only 10 days for non-payment.

CERTIFICATE HOLDER

City of Miami Gardens
1515 N.W. 167th Street
Bldg. 5, Suite 200
Miami Gardens, FL 33169

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
David Alter/FREYA

David S. Alter

CERTIFICATE OF LIABILITY INSURANCE

12/02/2008

PRODUCER (305) 270-1424
Pan Am Assurance Agency, Inc
9100 Sunset Drive

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Miami FL 33173-3433

INSURERS AFFORDING COVERAGE NAIC #

INSURED
Lemus Irrigation Inc
16120 SW 147th Avenue

INSURER A: North Pointe Ins Co
INSURER B: Technology Insurance Co
INSURER C:
INSURER D:
INSURER E:

Miami FL 33187-

COVERAGES

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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY	3093001328	12/01/2008	12/01/2009	EACH OCCURRENCE \$ 2,000.00
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100.00
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5.00
			GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000.00
							GENERAL AGGREGATE \$ 1,000.00
							PRODUCTS - COMP/OP AGG \$ 1,000.00
			AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
			<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
			<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
			<input type="checkbox"/> HIRED AUTOS				
			<input type="checkbox"/> NON-OWNED AUTOS				
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
			EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
			<input type="checkbox"/> DEDUCTIBLE				\$
			<input type="checkbox"/> RETENTION \$				\$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TWC3149114	11/25/2008	11/25/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500,000
			OTHER				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Tran Construction, Inc is listed as additional insured under the general liability policy as respects to the following Job/Project:
The insurance evidenced by this certificate shall be primary as in relation to the additional insured's own policy which is to be non-contributory for the owner and general contractor. Waiver of subrogation is provided to owner and general contracts under general liability and WC.

CERTIFICATE HOLDER

CANCELLATION

() - () -

Tran Construction, Inc
1000 NW 54th Street

Miami FL 33127-

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

AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2009

PRODUCER
ALLSAFE INSURANCE GROUP
771 CORAL WAY
SUITE #209
MIAMI, FL 33155
305-262-5244

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
SOFLA LANDSCAPING INC
18550 SW 210 ST
MIAMI, FL 33187

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: LANDMARK AMERICAN INSURANCE	
INSURER B: AEQUICAP INSURANCE CO.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	#0303630A	01/18/2009	01/18/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	DED-\$500				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
EXCESS/UMBRELLA LIABILITY					EACH OCCURRENCE \$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE \$
<input type="checkbox"/> DEDUCTIBLE					\$
<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WEB0065616	10/23/2008	10/23/2009	WC STATU-TORY LIMITS OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 TRAN CONSTRUCTION, INC. IS TO BE NAMED ADDITIONAL INSURED UNDER THE GENERAL LIABILITY AS RESPECTS TO THE FOLLOWING JO/PROJECT: MT-44 THE INSURANCE EVIDENCE BY THIS CERTIFICATE SHALL BE PRIMARY AS IN REFLECTION TO THE ADDITIONAL INSURED'S OWN POLICY WHICH IS TO BE NON-CONTRIBUTORY FOR THE OWNER AND GENERAL CONTRACTOR. WAIVER OF SUBROGATION IS PROVIDED TO OWNER AND GENERAL CONTRACTORS UNDER GENERAL LIABILITY AND WORKERS COMPENSATION.

CERTIFICATE HOLDER

ADDITIONAL INSURED
TRAN CONSTRUCTION
1000 NW 54 STREET
MIAMI, FL 33127
FAX: 305-756-7780

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
JACQUELINE PENA

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.