

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 13, 2019

Presenter's Name and Title: Anthony Collins, Director of Public Works on behalf of Public Works Department and Alicia Ayum, Director of Procurement on behalf of Procurement Department

Prepared By: Kristy Gilbert

Temp. Reso. Number: 7061

Item Description: Temp. Reso. #R7061, approving an Agreement with Metro Express, Inc., for sidewalk replacement and installation in the amount of \$100,000, utilizing the Southeast Florida Governmental Purchasing Cooperative Group Sidewalk Replacement and Installation Contract, ITB No. 15-16-039(A); Authorizing the City Manager to execute an appropriate agreement. *(Director of Public Works, Anthony Collins and Director of Procurement, Alicia Ayum)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Public Works kindly request execution of the agreement on the dais.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds totaling \$100,000 will be expended from the Capital Improvement Program ("CIP") Account No. 385-50-801-541-000-606510-52063 entitled "CIP Construction".

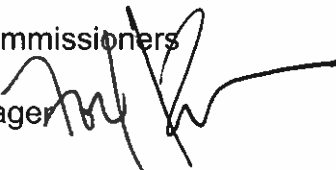
Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 7061
 - Exhibit A: Proposed Piggyback Agreement with Metro Express, Inc.
 - Exhibit B: Southeast Florida Governmental Purchasing Cooperative Group Contract Award for ITB 15-16-039(A)



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager 

BY: Anthony Collins, P.E. Director of Public Works

DATE: November 7, 2019

RE: Temp. Reso. No. 7061, approving an agreement with Metro Express, Inc. for sidewalk replacement and installation

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7061, authorizing an agreement with Metro Express, Inc., for sidewalk replacement and installation, in the amount of \$100,000, utilizing Southeast Florida Governmental Purchasing Cooperative Group Sidewalk Replacement and Installation Contract, ITB No. 15-16-039(A).

ISSUE: City Commission approval is required for the award of contracts and approval of all expenditures exceeding the \$75,000 per vendor limit. This purchase authorizes expenditures in the amount of \$100,000 for Fiscal Year 2020 ("FY20").

BACKGROUND: The Public Works Department Streets Maintenance Program is responsible for the maintenance and repair of roadways including sidewalks, located within City-owned rights-of-way. Cracked, raised, and American with Disabilities Act ("ADA") non-compliant sidewalks create an unfriendly pedestrian environment for residents and visitors, and poses a serious liability to the City. Their repair or replacement ensures the safety of pedestrians and eliminates the potential of litigation that may arise from sidewalk related injuries.

The Streets Maintenance program continues to increase its efforts to repair and replace sidewalks throughout the City utilizing in-house staff; however, the inventory of defective sidewalks continues to grow. Utilizing the services of contractors has helped in significantly reducing the inventory of defective sidewalks. A total of approximately four miles of defective sidewalks have been replaced by contractors over the past three years as part the Sidewalk Replacement Capital Improvement Program ("CIP") Project Number 52063 with funds approved in the FY17 through FY19 Budgets.

With the goal of further reducing the inventory of defective sidewalks, the City Commission, as part of the FY20 budget, approved funding in the amount of \$100,000 for continuation of the Sidewalk Replacement CIP Project. The FY20 Sidewalk Replacement CIP Project, will continue the prioritization of the repair of defective sidewalks in areas adjacent to and within the proximity of schools, parks and community centers, along major and collector roadways, and also along local neighborhood streets. The contract manager for the agreement is Marilyn Markwei, Streets & Drainage Engineer.

As a result of a competitive bid process, the Southeast Florida Governmental Purchasing Cooperative Group ("Cooperative Group") with the City of Miami Gardens acting as the lead agency, awarded a contract to Metro Express, as the lowest responsible and responsive bidder, for the provision of sidewalk replacement and installation, for an original term commencing February 24, 2017 and ending February 23, 2018 with four one-year renewal options. The Cooperative Group subsequently renewed the agreement for two consecutive one-year terms with a current contract expiration date of February 23, 2020 and with two one-year renewal options remaining.

Section 2-413 of the City Code provides for purchases made through cooperative purchasing agreements with other governmental agencies are exempt from the City's competitive bidding requirements. The Procurement Department has reviewed the contract terms and pricing and confirmed that utilizing the contract to procure sidewalk replacement and installation services is beneficial to the City.

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10/14/19
11/5/19

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN AGREEMENT WITH METRO EXPRESS, INC., FOR SIDEWALK REPLACEMENT AND INSTALLATION IN THE AMOUNT OF \$100,000, UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP SIDEWALK REPLACEMENT AND INSTALLATION CONTRACT, ITB NO. 15-16-039(A); AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department Streets Maintenance program is responsible for the maintenance and repair of roadways including sidewalks; and

WHEREAS, cracked, raised, and American with Disabilities Act ("ADA") non-compliant sidewalks create an unfriendly pedestrian environment for residents and visitors, and poses a serious liability to the City; and

WHEREAS, the replacement of sidewalks ensures the safety of pedestrians and eliminates the potential of litigation for sidewalk related liability injuries; and

WHEREAS, the City Commission appropriated funds for Fiscal Year 2020 Capital Improvement Program Project No. 52063 entitled, "Repair/Replacement of Existing Sidewalks"; and

WHEREAS, the Southeast Florida Governmental Purchasing Cooperative Group ("Cooperative Group") is comprised of government entities from throughout the region,

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including the City of Miramar, and aims to provide cost savings and cost avoidances to member entities by utilizing the buying power of combined requirements for common basic items; and

WHEREAS, the Cooperative Group, with the City of Miami Gardens acting as the lead agency, awarded a contract to Metro Express, Inc. (“Metro”) as a result of Invitation for Bid No. 15-16-039(A) (“ITB”) for an original term commencing February 24, 2017 and ending February 23, 2018 with four one-year renewal options; and

WHEREAS, the Cooperative Group subsequently renewed the agreement for two consecutive one year terms with a current contract expiration date of February 23, 2020 and with two one-year renewal options remaining; and

WHEREAS, Section 2-413 of the City Code authorizes the City, at its discretion, to participate in cooperative purchasing plans with other public agencies within this and other states, provided that the source selection methods used are substantially equal to the source selection methods in the City Code; and

WHEREAS, the City Manager recommends approval for the award of a contract to Metro for sidewalk replacement on an “as-needed” basis, in the amount of \$100,000 for Fiscal Year 2020, utilizing the contract awarded by the Cooperative Group; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to authorize award of a contract for sidewalk replacement to Metro Express, Inc., in the amount of \$100,000, for Fiscal Year 2020.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the award of a contract for construction of sidewalk replacements from Metro Express, Inc., in the amount of \$100,000 during Fiscal Year 2020, utilizing the contract awarded by the Southeast Florida Governmental Purchasing Cooperative Group as a result of ITB No. 15-16-039(A).

Section 3: That it authorizes the City Manager to execute an agreement in the form attached as Exhibit “A,” together with such non-substantial changes authorized by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

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Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of November, 2019.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

EXHIBIT A

CITY OF MIRAMAR AGREEMENT FOR SIDEWALK REPAIR AND REPLACEMENT (Piggyback Competitive Award)

This Agreement is made this ____ day of _____, 2019, between the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 2300 Civic Center Place, Miramar, Florida 33025 ("City"), and Metro Express, Inc whose address is 9442 NW 109th Street, Medley, FL 33178 ("Contractor").

WITNESSETH

WHEREAS, the Contractor wishes to enter into this Agreement ("Agreement") with City to provide Sidewalk Repair and Replacement throughout the City; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement as set forth in the Southeast Florida Governmental Purchasing Cooperative Group, Contract No. ITB 15-16-039(A) with the City of Miami Gardens acting as the Lead Agency ("BID"), attached hereto as Exhibit "B"; and

WHEREAS, the section 2-413 of the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated and made a part of this Agreement.

Section 2. Term. The term of this Agreement commences upon full execution hereof and continues through unless terminated earlier by its terms.

Section 3. Contract Terms. The Contractor agrees to provide the City sidewalk repair and replacement services, including labor, materials, permits and licenses as required to restore damaged sidewalk; and related services as set forth in the BID. These services are hereafter referred to as the "Work". The BID and the exhibit hereto are incorporated into this Agreement for all purposes (collectively, the "Contract Documents") and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, Exhibit "A", and the attached piggyback contract from Southeast Florida Governmental Purchasing Cooperative Group, Contract No. ITB 15-16-039(A), Exhibit "B".

The following additional provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Alicia Ayum shall be the City Representative and may be reached at 954-602-3121.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten working days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The "City of Miramar" shall be deemed substituted for "City of Miami Gardens, Florida" with regard to any and all provisions of the Bid, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in the BID (including Contractor's proposal) are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City. Contractor shall complete the work in accord with the contract documents.

Section 4. Open End Contract. The Contractor acknowledges that this Agreement is an open end contract. Accordingly, no guarantee is expressed or implied as to the total quantity of commodities/services to be purchased hereunder or under any renewal. The City reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order to Contractor, or use another contractor for the same or similar services. No purchase hereunder is authorized without a written order by the City containing the quantity, time of delivery and other pertinent data. Notwithstanding the foregoing, for items urgently required, the Contractor may be given telephone notice, to be confirmed by an order in writing.

Section 5. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 6. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida, Florida 33025

Copy to: Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Metro Express, Inc
9442 NW 109th Street
Medley, FL. 33178

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 6. Public Records.

1. CONTRACTOR shall comply with The Florida Public Records Act as follows:
 - A. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
 - B. Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
 - D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 - E. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY:

City of Miramar

By: _____
Vernon E. Hargray
City Manager

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF AND RELIANCE
BY THE CITY OF MIRAMAR ONLY:

By: _____
City Attorney
Austin Pamies Norris Weeks Powell, PLLC

By: _____
Denise Gibbs
City Clerk

Date: _____

**CONTRACTOR:
METRO EXPRESS, INC**

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____



EXHIBIT B

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. ITB 15-16-039(A)

Description/Title: Sidewalk Replacement and Installation

Initial Contract Term: Start Date: 02/24/2017 End Date: 02/23/2018

Renewal Terms of the Contract: 4 (No. of Renewals) Renewal Options for 1 (Period of Time)

Renewal No. 1 Start Date: 02/24/2018 End Date: 02/23/2019

Renewal No. 2 Start Date: 02/24/2019 End Date: 02/23/2020

Renewal No. 3 Start Date: 02/24/2020 End Date: 02/23/2021

Renewal No. 4 Start Date: 02/24/2021 End Date: 02/23/2022

SECTION #1 VENDOR AWARD

Vendor Name: METRO EXPRESS INC.

Vendor Address: 9442 NW 109TH STREET

Contact: Delio Trasobares

Phone: (305) 885-1330 Fax: (305) 885-1327

Cell/Pager: _____ Email Address: delio@metroexpresscorp.com

Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 02/08/2017 Resolution/Agenda Item No.: 2017-28-3133

Insurance Required: Yes X No _____

Performance Bond Required: Yes X No _____

SECTION #3 LEAD AGENCY

Agency Name: City of Miami Gardens

Agency Address: 18605 NW 27th Avenue, Miami Gardens, FL 33056

Agency Contact: Latora Francis Email: lfrancis@miamigardens-fl.gov

Telephone: 305-622-8000 Fax: 305-474-1285

CITY OF MIAMI GARDENS
SIDEWALK REPLACEMENT AND INSTALLATION ANNUAL CONTRACT REBID
CONSTRUCTION CONTRACT

THIS CONTRACT made as of this 24th day of Feb, 2017, by and between METRO EXPRESS, 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
- (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
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No.15-16-039(A) dated November 28, 2016.

The aforementioned documents are hereby incorporated herein by reference, and made a part hereof

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 2-24-17 and any attachments.
- c. Agreement & General Conditions
- d. Bid Document including all plans & drawings.
- e. Contractor's bid submittal

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. The City is the lead agent on this contract for the Southeast Florida Governmental Cooperative Group.

ARTICLE 3. CONTRACT TIME

- 3.1.1 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.
- 3.1.2 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 three hundred sixty-five (365) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within thirty (30) 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 dollars (\$100) for each calendar day after the time specified in Section 3.2 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 3.2 above, plus approved time extensions, if any, for completion and readiness for final payment, CONTRACTOR shall pay to CITY the sum of one hundred dollars (\$100) for each calendar day after the time specified in Section 3.2 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, in the sum of **three million, five hundred sixteen thousand, six hundred fifty (\$3, 516,650.00).**

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 or six (6) months warranty period. The City shall select length of warranty period upon notice of award.

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/Authorized Representatives: Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

City of Miami Gardens
Attn: City Manager
18605 NW 27th Avenue
Miami Gardens, FL 33056

Contractor: Metro Express, Inc.
Name: Angel Fernandez
Address: 9442 NW 109th Street
City, State & Zip: Medley, FL 33178

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 Indemnification: Subject to the limitations of Section 768.28 Florida Statutes, Contractor shall protect, defend, indemnify, and hold harmless the CITY and its officials, officers, members, agents, representatives and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or non-performance of any provision of this Agreement required of the Contractor, by or on behalf of the Contractor, or resulting from any violation by the Contractor or its employees of any statute law, ordinance, regulation or other legal requirement pertaining to a safe place of employment for workers, minimum hours and wages, and fair employment practices. However, nothing herein shall be deemed to indemnify CITY for any liability or claim arising solely out of the negligent performance of CITY.

The City does hereby agree to indemnify and hold harmless Contractor, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of City's performance of this Agreement. This agreement is subject to the provisions of Section 768.28 Florida Statutes, such that the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities losses and causes of action which may arise solely as a result of the performance of this Agreement. However, nothing herein shall be deemed to indemnify Contractor from any liability or claim arising out of the negligent performance or failure of performance of Contractor or any unrelated third party. Nothing contained herein shall be deemed a waiver of sovereign immunity. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification.

7.16 Insurance: All insurance requirements must be met and evidenced to the City before delivery of goods and performance of services. The City reserves the right but not the obligation to revise any insurance requirement, or reject any insurance coverage which fail to meet the criteria stated herein at any time. The City reserves the right to require Contractor/Vendor to provide and pay for any other insurance coverage the City deems necessary, depending upon the possible exposure to liability or loss. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.

Workers' Compensation: Coverage is to apply for all persons fulfilling this contract for statutory limits in compliance with the law of the State of Florida and any applicable federal laws. The policy must include Employer' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease. The City will not accept certificates of exemption. Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

Commercial General Liability: Occurrence Form Required. Contractor shall maintain commercial general liability (CGL) insurance with limits of not less than:

- \$5,000,000 each occurrence for bodily injury and property damage
- \$5,000,000 general aggregate (must apply Per Project)
- \$5,000,000 products completed operations aggregate
- \$1,000,000 personal & advertising injury

No exclusion shall apply to: premises, independent contractors, contractual liability, or property damage resulting from explosion, collapse or underground (XCU) exposures.

Commercial Automobile Liability: Contractor shall maintain automobile liability insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto fulfilling duties under this agreement (including owned, hired, and non-owned autos). The policy shall provide contractual liability coverage.

Professional Liability/Malpractice/Errors or Omissions: Licensed design-build professional work such as that provided by architects, engineers, etc. shall maintain professional liability or malpractice or errors or omissions insurance with limits of \$2,000,000 per occurrence. If claims-made the retro date shall be prior or equal to the effective date of any contract with the City. The coverage shall be renewed or include a "tail" or Discovery, or continuous renewal of coverage for a period of 3 years following the completion of the project.

Pollution/Environmental Impairment Liability Coverage: Pollution/environmental impairment Liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. Coverage will be provided for to non-owned disposal sites utilized for this project. The recommended minimum coverage is \$5,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond. If claims-made the retro date shall be prior or equal to the effective date of any contract with the County. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of 3 years following the completion of the project.

Umbrella or Excess Liability insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Special Requirements: Certificate of Insurance shall confirm in writing that all applicable provisions apply.

Evidence of Insurance: A copy of the Contractor/Vendor's current certificate of insurance MUST be provided with the response to this bid. A formal certificate shall be provided upon announcement that a Contractor has been awarded the work. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities. The formal insurance certificate shall also comply with the following:

Additional Insured: "City of Miami Gardens and its Elected Officials, Agents, Representatives, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.

Additional Insured coverage shall be provided with the following ISO forms or similar policy provisions providing equal to or broader than coverage:

One of the following forms or its equivalent:

CG 2026 (Additional Insured–Designated Person or Organization) OR

CG 2010 (Additional Insured–Owners Lessees Contractors) OR

CG 2038 (Additional Insured–Automatic Status).

AND, if products or completed operations exposure:

CG 2037 (Additional Insured–Completed Operations). The Contractor/Vendor is required to continue to purchase products and completed operations coverage to satisfy this agreement for a minimum of three years beyond completion of the work.

Notification: The policy shall provide a 10-day notification clause in the event of cancellation, non-renewal, material modification, or any other lapse in coverage of the policy. In the event the insurance policy does not provide such notification, Contractor shall provide notification to the City.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be delivered to the City 10 days prior to said expiration date.

Primary & Non Contributory

This Insurance shall be considered primary to any other insurance. Coverage shall be provided with the following ISO form or similar policy provision providing equal to or broader than coverage: CG 2001 (Primary and Noncontributory – Other Insurance Condition).

Waiver of Subrogation

All of Contractor's insurance policies, except Professional Liability, will waive rights of recovery against the City. Coverage shall be provided with the following CGL ISO form or similar policy provision providing equal to or broader than coverage: CG 2404 (Waiver of Transfer of Rights of Recovery Against Others to Us).

Subcontractors' Compliance: It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

Financial Stability: The policies of insurance shall be written on forms acceptable to the City and placed with insurance carriers authorized by the Insurance Department in the State of Florida. All insurance carriers must meet a minimum financial AM Best company rating of no less than: "A- Excellent: FSC VII. City reserved the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

- 7.17 Florida Public Records Act: All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

To the extent required by law, Contractor shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, Contractor agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection. Further, as pursuant to Section 119.0701, Florida Statutes, Contractor agrees to maintain the records until the completion of the contract. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 18605 Northwest 27th Avenue, Miami Gardens, Florida 33056.

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

WITNESSES:

Print Name:

Angel Fernandez

CONTRACTOR:

By:

Delia A. Trusobers

Print Name:

Delia A. Trusobers

Title:

President

ATTEST:

Roselee Lopez
City Clerk

Seal:

CITY OF MIAMI GARDENS

City Manager

APPROVED AS TO FORM:

CITY Attorney

Dated:



CERTIFICATE OF LIABILITY INSURANCE

METRO-7

OP ID: MZ

DATE (MM/DD/YYYY)

02/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
Kahn-Carlin & Company, Inc.
3350 S. Dixie Highway
Miami, FL 33133-9984

CONTACT NAME:

PHONE (A/C, No, Ext): 305-446-2271

FAX (A/C, No): 305-448-3127

E-MAIL ADDRESS: certificates@kahn-carlin.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: Zurich-American Insurance Co

16535

INSURER B: American Guarantee & Liab Ins

26247

INSURER C: North River Insurance Co.

21105

INSURER D: Bridgefield Employers Ins Co

10701

INSURER E:

INSURER F:

INSURED Metro Express, Inc.
9442 NW 109th Street Suite 100
Medley, FL 33178

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GLO0184185-01	09/12/2016	09/22/2017	EACH OCCURRENCE \$ 1,000,000 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 - COM/PO/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BAP 0184184-01	09/12/2016	09/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	5811073434	09/12/2016	09/22/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X 830-38388	09/22/2016	09/22/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No: 15-16-039(A) Sidewalk Replacement and Installation.

****SEE NOTEPAD****

CERTIFICATE HOLDER**CANCELLATION**

MIAM-18

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE MIAM-18
INSURED'S NAME Metro Express, Inc.

METRO-7
OP ID: MZ

PAGE 2
Date 02/24/2017

The Certificate Holder and its Elected Officials, Agents, Representatives, Employees, and Volunteers are Additional Insured with respects to General Liability on a primary and non-contributory basis, including ongoing and completed operations. As well as, Additional Insured with respects to Auto Liability. Waiver of Subrogation is granted in favor of the Additional Insured with respects to General Liability, Auto Liability and Worker's Compensation. Umbrella follows form. 30 days' notice of cancellation applies, except 10 days' for non-payment.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

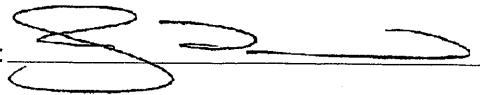
Date Prepared: July 7, 2016

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: September 22, 2016

Policy Number: 830-38388

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: Metro Express Inc

WC 00 03 13 (Ed. 4-84)

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



City of Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056

NAME OF COMPANY:

Metro Express, Inc.

EXHIBIT I - BID SHEET

ALL LINE ITEMS MUST BE COMPLETED AND MUST REFLECT BALANCED BID AMOUNTS.
FAILURE TO COMPLETE THIS BID SHEET AS REQUESTED WILL RESULT IN BID REJECTION.Failure to use the City's pricing sheet page and provide costs as requested in this ITB shall deem your proposal non-responsive. Contract will be awarded to responsive, responsible vendor(s). See Section "2.3 Method of Award" for award criteria.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE (UOM)	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (Price per UOM)	TOTAL PRICE (ESTIMATED ANNUAL QUANTITY X UNIT PRICE = TOTAL PRICE)
<u>1</u>	Furnish all materials, labor & equipment to <u>Remove to be saw-cut & Replace 4"</u> thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes restoration- clean fill to avoid gaps) damaged sod replaced at Contractor's expense	Sq. Yd.	<u>46,000</u>	\$ <u>35.50</u>	\$ <u>1,633,000.00</u>
<u>2</u>	Furnish all materials, labor & equipment to <u>Remove to be saw-cut & Replace 6"</u> thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes restoration- clean fill to avoid gaps) damaged sod replaced at Contractor's expense	Sq. Yd.	<u>16,000</u>	\$ <u>42.75</u>	\$ <u>684,000.00</u>
<u>3</u>	Furnish all materials, labor & equipment <u>Install New 4"</u> thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes clearing & grubbing, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) damaged sod replaced at Contractor's expense	Sq. Yd.	<u>18,000</u>	\$ <u>35.50</u>	\$ <u>639,000.00</u>



City of Miami Gardens

Solicitation No. ITB 15-16-039(A)

Addendum No. 2

November 14, 2016

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056

ITEM NO.	DESCRIPTION	UNIT OF MEASURE (UOM)	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (Price per UOM)	TOTAL PRICE (ESTIMATED ANNUAL QUANTITY X UNIT PRICE = TOTAL PRICE)
<u>4</u>	Furnish all materials, labor & equipment <u>Install New 6" thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min.</u> (includes clearing & grubbing, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) damaged sod replaced at Contractor's expense	Sq. Yd.	<u>10,000</u>	\$ <u>42.75</u>	\$ <u>427,500.00</u>
<u>5</u>	Furnish, Compact, & Install Lime Rock to min. 95% compaction to avoid settling. When elevation is too low. Fill any gaps between new sidewalk installation and existing elevation. Delivery ticket must be provided for payment	Cubic Yd.	<u>200</u>	\$ <u>12.00</u>	\$ <u>2,400.00</u>
<u>6</u>	Furnish all materials, labor & equipment to <u>Remove & Replace concrete Type "D" Curb</u> including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	<u>500</u>	\$ <u>18.00</u>	\$ <u>9,000.00</u>
<u>7</u>	Furnish all materials, labor & equipment to <u>Install New concrete Type "D" Curb</u> including drop curb, transitions, & construction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) including fill. Damaged sod replaced at contractor's expense.	Linear Ft.	<u>500</u>	\$ <u>18.00</u>	\$ <u>9,000.00</u>



City of Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056

ITEM NO.	DESCRIPTION	UNIT OF MEASURE (UOM)	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (Price per UOM)	TOTAL PRICE (ESTIMATED ANNUAL QUANTITY X UNIT PRICE = TOTAL PRICE)
<u>8</u>	Furnish all materials, labor & equipment to <u>Remove & Replace concrete Type "F" Curb</u> including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	<u>500</u>	\$ <u>19.00</u>	\$ <u>9,500.00</u>
<u>9</u>	Furnish all materials, labor & equipment to <u>Install New concrete Type "F" Curb</u> including drop curb, transitions, & construction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	<u>100</u>	\$ <u>19.00</u>	\$ <u>1,900.00</u>
<u>10</u>	Furnish all materials, labor & equipment to <u>Remove & Replace concrete "Valley-gutter"</u> including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	<u>200</u>	\$ <u>19.00</u>	\$ <u>3,800.00</u>
<u>11</u>	Furnish all materials, labor & equipment to <u>Install New concrete "Valley-gutter"</u> including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	<u>500</u>	\$ <u>19.00</u>	\$ <u>9,500.00</u>



City of Miami Gardens

Solicitation No. ITB 15-16-039(A)

Addendum No. 2

November 14, 2016

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056

ITEM NO.	DESCRIPTION	UNIT OF MEASURE (UOM)	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (Price per UOM)	TOTAL PRICE (ESTIMATED ANNUAL QUANTITY X UNIT PRICE = TOTAL PRICE)
<u>12</u>	Right-of- Way Survey (to establish property lines).	Linear Ft.	<u>18,000</u>	\$ <u>0.50</u>	\$ <u>9,000.00</u>
<u>13</u>	Tree Removal Dia. @ breast hgt. 4.5' above grade Cont. (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling) sod replaced at Contractor's expense.	0" to 8"	<u>4</u>	\$ <u>100.00</u>	\$ <u>400.00</u>
		8" to 18"	<u>4</u>	\$ <u>200.00</u>	\$ <u>800.00</u>
		18" to 30"	<u>4</u>	\$ <u>500.00</u>	\$ <u>2,000.00</u>
		30" +	<u>3</u>	\$ <u>1,000.00</u>	\$ <u>3,000.00</u>
<u>14</u>	Live Oak Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling). Damaged grass to be replaced with sod at Contractor's expense.	Each	<u>1</u>	\$ <u>600.00</u>	\$ <u>600.00</u>
<u>15</u>	Mahogany Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling). Damaged grass to be replaced with sod at Contractor's expense	Each	<u>1</u>	\$ <u>600.00</u>	\$ <u>600.00</u>
<u>16</u>	Crape Myrtle Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling). Damaged grass to be replaced with sod at Contractor's expense.	Each	<u>1</u>	\$ <u>600.00</u>	\$ <u>600.00</u>



City of Miami Gardens

Solicitation No. ITB 15-16-039(A)

Addendum No. 2

November 14, 2016

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056

ITEM NO.	DESCRIPTION	UNIT OF MEASURE (UOM)	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (Price per UOM)	TOTAL PRICE (ESTIMATED ANNUAL QUANTITY X UNIT PRICE = TOTAL PRICE)
<u>17</u>	Curb Cuts (includes restoration).	Each	<u>20</u>	\$ <u>50.00</u>	\$ <u>1,000.00</u>
<u>18</u>	Furnish all materials, labor & equipment to <u>Relocate Chain Link Fence</u> (includes restoration). Damaged grass to be replaced with sod at Contractor's expense.	Linear Ft.	<u>200</u>	\$ <u>15.00</u>	\$ <u>3,000.00</u>
<u>19</u>	Furnish all materials, labor & equipment to <u>Install New 4' Chain Link Fence, disposal of existing fence</u> (includes restoration) damaged grass to be replaced with sod at Contractor's expense.	Linear Ft.	<u>200</u>	\$ <u>20.00</u>	\$ <u>4,000.00</u>
<u>20</u>	Furnish all materials, labor & equipment to construct <u>1.5" Type III Asphaltic Concrete</u> surface including Tack Coat to repair existing driveway approaches. Damaged areas during installation replaced at Contractor's expense.	Sq. Ft.	<u>1100</u>	\$ <u>27.00</u>	\$ <u>29,700.00</u>
<u>21</u>	Furnish all materials, labor & equipment to place Detectable Warning Surface for pedestrian crossings/ <u>cast-in-place type/yellow</u> .	Sq. Ft.	<u>350</u>	\$ <u>25.00</u>	\$ <u>8,750.00</u>
<u>22</u>	Furnish all materials, labor & equipment to Relocate PVC Lines - 2" diameter.	Linear Ft.	<u>100</u>	\$ <u>10.00</u>	\$ <u>1,000.00</u>
<u>23</u>	Furnish all materials, labor & equipment to Install new PVC Lines Sch. 40.	Linear Ft.	<u>20</u>	\$ <u>10.00</u>	\$ <u>200.00</u>
<u>24</u>	Furnish all materials, labor & equipment to Install new Irrigation Heads (4" pop-up head w/max 15' spray radius).	Each	<u>10</u>	\$ <u>60.00</u>	\$ <u>600.00</u>
<u>25</u>	Furnish all materials, labor & equipment to Relocate/reset existing Signs.	Each	<u>20</u>	\$ <u>100.00</u>	\$ <u>2,000.00</u>



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<u>26</u>	Furnish all materials, labor & equipment to Raise Utilities Access (includes sewer cleanouts, water meters, manholes, water valves).	Each	<u>50</u>	\$ <u>180.00</u>	\$ <u>9,000.00</u>
<u>27</u>	Furnish and install concrete water meter boxes to replace existing broken boxes in sidewalk slabs being replaced.	Each	<u>20</u>	\$ <u>200.00</u>	\$ <u>4,000.00</u>
<u>28</u>	Furnish all materials, labor & equipment to Pressure clean Brick Pavers & Paver Blocks.	Sq. Ft.	<u>500</u>	\$ <u>1.00</u>	\$ <u>500.00</u>
<u>29</u>	Furnish all materials, labor & equipment to Pressure clean Concrete Sidewalks.	Sq. Ft.	<u>500</u>	\$ <u>1.00</u>	\$ <u>500.00</u>
<u>30</u>	Furnish all materials, labor & equipment to install St. Augustine "Floritam" or Bahia sod on areas authorized by City. (includes grading, clearing, grubbing & disposal of material) This item is <u>not</u> for Damaged areas during installation by Contractor.	Sq. Ft.	<u>4,000</u>	\$ <u>0.80</u>	\$ <u>3,200.00</u>
<u>31</u>	<u>12" Root Bio Barrier</u>	<u>Linear Ft.</u>	<u>200</u>	\$ <u>18.00</u>	\$ <u>3,600.00</u>
ESTIMATED ANNUAL TOTAL LINE ITEMS NO. 1 - 31 BID PRICE (SUM OF TOTAL PRICE)				\$ <u>3,516,650.00</u>	

The above proposals and each line item includes the total cost to complete the Work detailed for each item including but not limited to materials (i.e. vegetation, concrete, asphalt, etc.), labor, equipment, bonds, etc. indicated in the drawings, specifications, addenda, and any other contract documents.

Delivery MUST be FOB destination; freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the bid.



November 14, 2016

City of Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056

Be sure to have the Invitation for Bid signed by an authorized representative of your firm or your bid will not be considered responsive.

BID SUBMITTED BY:

Metro Express, Inc.

Company Name

Delio A. Trashedores

Proposer Representative Name

Delio A. Trashedores

Signature

Phone: 305-885-1330 Fax: 305-885-1327

Email: delio@metroexpresscorp.com