

SECTION 00300**PROPOSAL****TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS
TOWN OF CUTLER BAY, FLORIDA**

Town Clerk's Office
 Town of Cutler Bay
 10720 Caribbean Boulevard
 Suite 105
 Cutler Bay, Florida 33189

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he has made sufficient observations of the conditions of the proposed Project Site to satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore, that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings, including bid item quantities, and Specifications are sufficient for the work to be done and he has examined the other Contractual Documents relating thereto, including the Notice of Bid Invitation, Instructions to Bidders, Proposal, Contract, General Conditions, Supplementary Conditions, Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the receipt of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Town of Cutler Bay (Owner), in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form/Agreement.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form/Agreement, constitute fixed, agreed, and liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form/Agreement.

Payment Bonds each in the amount of one-hundred percent of the Contract price, within ten (10) consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Payment Bonds within the ten (10) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying his bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Performance and Payment Bonds are filed.

Bidders Certificate of Competency No. E844

Bidders Occupational License No. 674771

Acknowledgment is hereby made of the following Addenda received since issuance of the Project Manual:

Addendum No. 1 Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the _____

_____ Bank of _____

_____ or Bid Bond for the sum of _____

_____ Dollars

(\$ _____), made payable to the Town of Cutler Bay, Florida.

H&Q Paving - Inc L.S.
(Name of Bidder) (Affix Seal)

[Signature] L.S.
Signature of Officer

President L.S.
(Title of Officer)



ADDENDUM NO. 1

ITB # 18-07

TOWN OF CUTLER BAY

TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS

Addendum #1 form shall be part of the original ITB #18-07: Townwide Roadway Resurfacing & Sidewalk Improvements document and modifies the original ITB as noted below:

REVISION TO ORIGINAL ITB DOCUMENTS BELOW:

"RED"

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6. BID FORMS

The Bidder shall submit an original Bid on the bid forms attached to this INVITATION TO BID. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Bid shall include: 1) Agreement/Contract; 2) Bid Forms; 3) Certificate or Evidence of Insurance; 4) Bid Guarantee; 5) Qualifications Statement; 6) Sworn Statement on Public Entity Crime Form; 7) Addenda acknowledgement, if applicable; 8) Anti-Kickback Affidavit; 9) Non-Collusive Affidavit; 10) Certification Regarding Debarment, Suspension and other Responsibility Matters; ~~11) Buy American Certificate of Compliance;~~ 12) Certification Regarding Lobbying; 13) Contractor's Questionnaire; 14) Drug Free Workplace form; and 15) a Corporate Resolution evidencing authorization to submit Bid, if applicable.

6. BID FORMS

The Bidder shall submit an original Bid on the bid forms attached to this INVITATION TO BID. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Bid shall include: 1) Agreement/Contract; 2) Bid Forms; 3) Certificate or Evidence of Insurance; 4) Bid Guarantee; 5) Qualifications Statement; 6) Sworn Statement on Public Entity Crime Form; 7) Addenda acknowledgement, if applicable; 8) Anti-Kickback Affidavit; 9) Non-Collusive Affidavit; 10) Certification Regarding Debarment, Suspension and other Responsibility Matters; 11) Certification Regarding Lobbying; 12) Contractor's Questionnaire; 13) Drug Free Workplace form; and 14) a Corporate Resolution evidencing authorization to submit Bid, if applicable.

ITB #18-07

TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS

Addendum #1

Page 1 of 1

Address: 1955 NW 110 AvenueCity: Miami State: FL 33172

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Paul GonzalezHior Bawing, Inc

Name of the executive who will give personal attention to the work:

Abe Rodriguez

LIST OF MAJOR SUB-CONTRACTORS

Bidders are required to list with the Proposal, on this sheet all major sub-contractors included for the prosecution of the work. Failure to complete the list may be cause for declaring the Proposal irregular.

The successful bidder shall employ the sub-contractors listed hereunder for the class of work indicated, which list shall not be modified in any way without the written consent of the Town of Cutler Bay.

The Bidder expressly agrees that:

1. If awarded a contract as a result of this proposal, the major sub-contractors used in the prosecution of the work will be those listed below.
2. The Bidder represents that the sub-contractors listed below are financially responsible and are qualified to do the work required.

CATEGORY OF CLASS	NAME OF SUB-CONTRACTOR	ADDRESS OF WORK
Concrete	Bin D	3610 NE 15 Drive Hollywood, FL 33033
Pavement Marking	Highway Striping, Inc	1074 SW 188 St Miami FL 33157

TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS

Town of Cutler Bay, Florida

Town Project No. ITB #18-07

BASE BID FORM

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid price any work item and materials for which a separate pay item has not been included in the Bid Form. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore. It is the intent of the Town to spend \$600,000 on resurfacing and \$300,000 on sidewalk repairs annually. These amounts are subject to change. The work is being funded in part through the People's Transportation Plan (PTP).

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>General Items</u>					
101-1	Mobilization	1	L.S.	\$ 500.00	\$ 500.00
102-1	Maintenance of Traffic	1	L.S.	\$ 500.00	\$ 500.00
<u>Sub-Total – General Items</u> \$ <u>1,000.00</u>					
<u>Roadway Items</u>					
210-2	Limerock – New material for reworking base	1	C.Y.	\$ 30.00	\$ 30.00
N/A	Asphaltic Concrete Patch (Includes limerock base (min 8” thick), tack coat, & hotmix asphalt (min 3” thick))	1	S.F.	\$ 5.00	\$ 5.00
337	Type S-III Asphalt Overlay (1” thick)	1	S.Y.	\$ 5.55	\$ 5.55
337	Type S-III Asphalt Overlay (1” thick)	1	TN.	\$ 100.00	\$ 100.00
339-1	Type S-III Asphalt Leveling Course	1	TN.	\$ 120.00	\$ 120.00
327-70-1	Asphalt milling (1” depth)	1	S.Y.	\$ 2.00	\$ 2.00

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TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS

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425-5	Adjust existing manhole ring and cover	1	EA.	\$ 350.00	\$ 350.00
425-6	Adjust existing valve box	1	EA.	\$ 250.00	\$ 250.00
425-7	Replacement of manhole ring and cover	1	EA.	\$ 650.00	\$ 650.00
425-8	Replacement valve box	1	EA.	\$ 450.00	\$ 450.00
523-1-3	Patterned pavement, green bike lane, crosswalks	1	S.Y.	\$ 150.00	\$ 150.00
339-1	Remove and reconstruct existing asphalt apron with 1-1/2" type S-III asphalt	1	EA.	\$ 600.00	\$ 600.00
700-1-11	Single post sign, F&I ground mount, up to 12 S.F.	1	EA.	\$ 230.00	\$ 230.00
711-11125 711-11211 706-3	24" white thermoplastic stop bar with 50 feet of double yellow, including 6 yellow RPMs	1	EA.	\$ 287.50	\$ 287.50
711-11111	Standard 6" white thermoplastic	1	L.F.	\$ 1.15	\$ 1.15
711-11123	Standard 12" white thermoplastic	1	L.F.	\$ 2.30	\$ 2.30
711-11125	Standard 24" white thermoplastic	1	L.F.	\$ 4.60	\$ 4.60
711-11211	Standard 6" yellow thermoplastic	1	L.F.	\$ 1.15	\$ 1.15
711-11224	Standard 18" yellow thermoplastic	1	L.F.	\$ 3.45	\$ 3.45
711-11160	Thermoplastic, Standard, White, Message or Symbol	1	EA.	\$ 172.50	\$ 172.50
711-11170	Standard thermoplastic arrow	1	EA.	\$ 92.00	\$ 92.00
0711-17	Thermoplastic, remove existing thermoplastic pavement markings	1	S.F.	\$ 1.15	\$ 1.15
706-3	White/red RPMs	1	EA.	\$ 5.75	\$ 5.75
706-3	Blue RPMs	1	EA.	\$ 5.75	\$ 5.75
706-3	Yellow RPMs	1	EA.	\$ 5.75	\$ 5.75
663	Traffic Loop Replacement	1	EA.	\$ 1,800.00	\$ 1,800.00

N/A	Speed Hump (all-inclusive work to include all labor, materials, striping, signage, debris disposal, restoration, and miscellaneous items as indicated in Appendix C)	1	EA.	\$ 2,500.00	\$ 2,500.00
<u>Sub-Total – Roadway Items</u> \$ <u>7,825.60</u>					
<u>Sidewalk Items</u>					
522-1	Construct new or replace existing 4" thick 5' wide sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 31.62	\$ 31.62
522-1	Construct new or replace existing 4" thick 5' wide <u>colored</u> sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 38.93	\$ 38.93
522-1	Construct new or replace existing 4" thick 6' wide sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 37.95	\$ 37.95
522-1	Construct new or replace existing 4" thick 6' wide <u>colored</u> sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 50.46	\$ 50.46
522-1	Construct new or replace existing 4" thick 10' wide sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 63.25	\$ 63.25
522-1	Construct new or replace existing 4" thick 10' wide <u>colored</u> sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 77.62	\$ 77.62
522-2	Construct new or replace existing 6" thick 5' wide sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 34.50	\$ 34.50
522-2	Construct new or replace existing 6" thick 5' wide <u>colored</u> sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 41.97	\$ 41.97

522-2	Construct new or replace existing 6" thick 6' wide sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 41.40	\$ 41.40
522-2	Construct new or replace existing 6" thick 6' wide <u>colored</u> sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 50.16	\$ 50.16
522-2	Construct new or replace existing 6" thick 10' wide sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 69.00	\$ 69.00
522-2	Construct new or replace existing 6" thick 10' wide <u>colored</u> sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 83.60	\$ 83.60
110-15-1	Bio-barrier installation (per sidewalk flag)	1	EA.	\$ 115.00	\$ 115.00
522-1	Installation of 5'x5' handicap ramps @ existing sidewalk – including ADA detectable warning surface (5'x2' @ each) (includes restoration). See detail "A" in Appendix B	1	EA.	\$ 350.75	\$ 350.75
522-1	Installation of 5'x5' handicap ramps @ existing <u>colored</u> sidewalk – including ADA detectable warning surface (5'x2' @ each) (includes restoration). See detail "A" in Appendix B	1	EA.	\$ 402.50	\$ 402.50
522-1	Installation of 6'x6' handicap ramps @ existing sidewalk – including ADA detectable warning surface (6'x2' @ each) (includes restoration).	1	EA.	\$ 425.50	\$ 425.50
522-1	Installation of 6'x6' handicap ramps @ existing <u>colored</u> sidewalk – including ADA detectable warning surface (6'x2' @ each) (includes restoration).	1	EA.	\$ 457.06	\$ 457.06
522-1	Installation of 10'x10' handicap ramps @ existing sidewalk – including ADA detectable warning surface (10'x2' @ each) (includes restoration).	1	EA.	\$ 856.75	\$ 856.75

522-1	Installation of 10'x10' handicap ramps @ existing <u>colored</u> sidewalk – including ADA detectable warning surface (10'x2' @ each) (includes restoration).	1	EA.	\$ 1,035.00	\$ 1,035.00
522-1	Installation of 5'x5' handicap ramps @ new sidewalk – including ADA detectable warning surface (5' x 2' @ each) (includes restoration)	1	EA.	\$ 373.25	\$ 373.25
522-1	Installation of 5'x5' handicap ramps @ new <u>colored</u> sidewalk – including ADA detectable warning surface (5' x 2' @ each) (includes restoration)	1	EA.	\$ 414.00	\$ 414.00
522-1	Installation of 6'x6' handicap ramps @ new sidewalk – including ADA detectable warning surface (6' x 2' @ each) (includes restoration)	1	EA.	\$ 460.00	\$ 460.00
522-1	Installation of 6'x6' handicap ramps @ new <u>colored</u> sidewalk – including ADA detectable warning surface (6' x 2' @ each) (includes restoration)	1	EA.	\$ 483.00	\$ 483.00
522-1	Installation of 10'x10' handicap ramps @ new sidewalk – including ADA detectable warning surface (10'x2'@ each) (includes restoration)	1	EA.	\$ 1,029.25	\$ 1,029.25
522-1	Installation of 10'x10' handicap ramps @ new <u>colored</u> sidewalk – including ADA detectable warning surface (10'x2'@ each) (includes restoration)	1	EA.	\$ 1,150.00	\$ 1,150.00
520-1-10	Concrete curb and gutter (Type "F") (Includes Demo & Disposal of Damaged Curbs If Required)	1	L.F.	\$ 29.90	\$ 29.90
520-1-10	<u>Colored</u> Concrete curb and gutter (Type "F") (Includes Demo & Disposal of Damaged Curbs If Required)	1	L.F.	\$ 43.70	\$ 43.70
520-2-4	Concrete curb (Type "D") (Includes Demo & Disposal of Damaged Curbs If Required)	1	L.F.	\$ 23.00	\$ 23.00

520-2-4	Colored Concrete curb (Type "D") (Includes Demo & Disposal of Damaged Curbs If Required)	1	L.F.	\$ 30.47	\$ 30.47
550	Fence Relocation (chain link)	1	L.F.	\$ 50.00	\$ 50.00
590-70-1	Irrigation system restoration: Schedule 40 PVC Pipe	1	L.F.	\$ 25.00	\$ 25.00
590-70-1	Irrigation system restoration: Rainbird / Swing Joints	1	EA.	\$ 150.00	\$ 150.00
1080	Replace existing meter boxes (as directed)	1	EA.	\$ 287.50	\$ 287.50
522-2	Storm Drain Concrete Apron Construct New or Replace 6" Thick Concrete Apron. (Includes Removal, Disposal, Debris Removal, Root Pruning, Preparation, Restoration, and Saw Cutting)	1	SF.	\$ 6.90	\$ 6.90
Survey	R.O.W. Survey (to establish property line)	1	L.F.	\$ 10.00	\$ 10.00
<u>Sub-Total - Sidewalk Items</u>				\$ 8,824.69	

GRAND TOTAL IN FIGURES: \$ 17,650.29

GRAND TOTAL WRITTEN: Seventeen thousand six hundred
fifty and twenty nine cents

BIDDER: Hira Barrios, Inc.

By: Paul Gonzalez

Title: President

Telephone: 305-261-3005 Fax: 305-592-6079

Bid Item Notes

1. The Bid Form includes mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. Shop drawings must be submitted for approval prior to ordering the projects signs. Photos of the actual project signs must be submitted for approval prior to installation of the project signs.
2. All Bid Items include all Maintenance of Traffic costs and includes all pedestrian access maintenance as well as any required work zone signs and barricades (temp). All crosswalks and sidewalks shall remain open and free of obstructions. All project trenches must be secured from fall prevention by placing steel plates and barricades during off duty hours. Temporary painting for roadways and crosswalks shall be maintained throughout the project as required.
3. All Bid Items include all necessary advanced explorations to verify and determine existing utility information, material, and locations where conflicts with the proposed work may occur (soft digs). Work shall also include verification and determination of interior dimensions and elevations (including pipe inverts). If a conflict is determined or a discrepancy with the plans is found, the Contractor is to notify the Engineer and provide all pertinent field information to assist the resolution of the conflict. This work is to be carried out in advance of construction.
4. Contractor shall notify the Engineer if an apparent error or omission is discovered in the contract documents. The Engineer will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the contract documents.
5. The contingency will be used only under previous approval by the Town and after negotiations of price and scope for any additional work as required or requested by the Town.

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NON-COLLUSION AFFIDAVIT

STATE OF Florida
 COUNTY OF Miami Dade

Paul Gonzalez ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is President of H&B Bancos, Inc., (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not a collusive or sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Cutler Bay or any person interested in the proposed Contract.

By: [Signature]

(Corporate Seal)

Title: President

Subscribed and sworn before me this 9th day of Jan, 2019,
 by

Paul Gonzalez, who is personally known to me or has produced
 as identification



Abe Rodriguez
 Commission # GG160467
 Expires: January 11, 2022
 Bonded thru Aaron Notary

Notary Public

Print Name

My commission expires: 2022

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(*)

Signature: _____

Name: _____

Firm/Agency: _____

Street Address: _____

CFR 24.510 & 24 CFR, Part 24, Appendix A

Townwide Roadway Resurfacing & Sidewalk Improvements

Project Name _____

Project Number _____

ITB # 18-07

ITB #18-07

TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS

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INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Appendix A – 49 CFR Part 20

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying", in accordance with the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)}
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {{Note: Pursuant to 31 U.S.C. § 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}}.

The Contractor, Dan Bouzale, certified or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Dan Bouzale / President

Date


01/09/19

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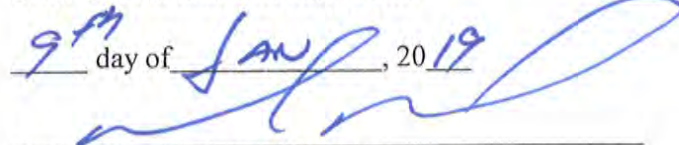
ANTI-KICKBACK AFFIDAVIT

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and Bid Engineer or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
 Title: President

Sworn and subscribed before this

9th day of Jan, 2019


Notary Public, State of Florida

Abe Rodriguez
 (Printed Name)

My commission expires: 2022



Abe Rodriguez
 Commission # GG160467
 Expires: January 11, 2022
 Bonded thru Aaron Notary

[SPACE LEFT INTENTIONALLY BLANK]

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Cutler Bay

by Dan Kowzab 1 President
 [Print individual's name and title]
 for H&A Services, Inc
 [Print name of entity submitting sworn statement]

whose business address is

1955 NW 110 Avenue
Miami, FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1690152

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

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

(*) *[Signature]*
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 9th day of Jan, 2019.

Personally known *Paul Benzerator*

OR produced identification _____ Notary Public – State of FL

_____ My commission expires 2022
(type of identification)

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



Abe Rodriguez
Commission # GG160467
Expires: January 11, 2022
Bonded thru Aaron Notary

[SPACE LEFT INTENTIONALLY BLANK]

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that
H&R Services, Inc does:
 (Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Ⓡ 
 Proposer's Signature

01/09/19
 Date

END OF SECTION

SECTION 00350**CONTRACTOR'S QUESTIONNAIRE / QUALIFICATION STATEMENT**By H&O Rancos, IncPrincipal Office 1955 NW 110 Ave Miami, FL 33172How many years has your organization been in business as a General Contractor under your present business name? 42Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? YesState of Florida Occupational License (State type and number):
CSC 062459, State of Florida, General ContractorFederal I.D. No: 59-1690152Dade County Certificate of Competency (State type and number):
E844 Business Certificate of Competency, Rancos EngineeringTown of Cutler Bay Occupational License (State type and number):
7548854 Specialty Engineering Contractor**Please include copies of above licenses and certifications with proposal.**

How many years of experience in similar work has your organization had?

- (A) As a General Contractor 42
- (B) As a Sub-Contractor 42
- (C) What contracts has your organization completed? State below:

Contract Amount	Class of Work	When Completed	Name & Address of Owner
-----------------	---------------	----------------	-------------------------

See Attached List.

How many years has your organization, or your concrete curb & gutter and sidewalk sub-contractor and/or asphalt sub-contractor, had in the actual construction of municipal, urban, decorative sidewalks, streetscapes, and roadway resurfacing?

42 Years

List the detailed experience below:

<u>Name & tel. number of Owner</u>	<u>Project Name</u>	<u>Date completed</u>
<u>See Attached List</u>		

Are you a Certified Disadvantaged Business Enterprise (DBE) with the State of Florida?

NO

Have you ever failed to complete any work awarded to you? NO

If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? NO

If so, state name of individual, name of owner, and reason thereof:

In what other lines of business are you financially interested or engaged?

NO

Give references as to experience, ability and financial standing.

Attached References (4)

What equipment do you own that is available for the proposed work and where is it located?

Attached Equipments List

Financial Statement:

Attached 2017 Financial Statement

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you?

Manacetal Bank

179 North Hiatus Road

Pembroke Pines, FL 33026

I hereby certify that the above answers are true and correct.

(Affix Seal)

Name of Bidder: H&R Pavers, Inc.

Signature of Officer: [Signature]

Title of Officer: President

END OF SECTION

SECTION 00410

BID BOND

STATE OF FLORIDA)

COUNTY OF Miami-Dade^{ss}

H & R Paving, Inc.

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ as Principal, and

Philadelphia Indemnity Insurance Company

_____, as Surety, a

Corporation chartered and existing under the laws of the State of Pennsylvania, with its principal offices in the City of Bala Cynwyd, and authorized to do business in the State of

Florida are held and firmly bound unto the Owner, Town of Cutler Bay in

the penal sum of Five Percent of Amount Bid Dollars (5% of Amount Bid) lawful

money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated January 10, 2019, for:

**TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS
TOWN OF CUTLER BAY, FLORIDA**

NOW, THEREFORE:

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

ITB #18-07

TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS

Page 38 of 206

- B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 10th day of January, A.D., 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required)
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

H & R Paving, Inc.

Name of Firm

(Signature)
Signature of Authorized (Affix Seal)

Title

H & R Paving, Inc.

Business Address

Miami, FL 33172

City, State & Zip Code

WITNESSES:

SURETY:

Philadelphia Indemnity Insurance Company
Corporate Surety

(Signature)
Attorney-in-Fact (Affix Seal) David T. Satine
One Bala Plaza, Suite 100

Business Address

Bala Cynwyd, PA 19004 - 1403

City, State & Zip Code

Alter Surety Group, Inc.

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Lucrecia Gonzalez, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Paul Gonzalez who signed said bond on behalf of the principal, was then President of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Lucrecia Gonzalez
Secretary (Corporate Seal)

STATE OF FLORIDA)

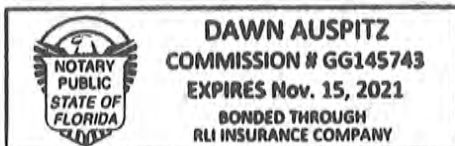
COUNTY OF ^{SS} Miami-Dade)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared David T. Satine, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the Philadelphia Indemnity Insurance Company and that he has been authorized by them to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the Town of Cutler Bay.

Sworn and Subscribed to before me this 10th day of January, 2019, A.D.

(Attach Power of Attorney
to original Bid Bond)

Dawn Auspitz
Notary Public -
State of Florida at Large
My Commission Expires:



END OF SECTION

420

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **David T. Satine, Warren M. Alter and Jonathan A. Bursevich of Alter Surety Group, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

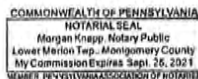
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of January, 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



H&RPAVI-01

STWIGGS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2019

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 have ADDITIONAL INSURED provisions or 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 Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016		CONTACT NAME: PHONE (A/C, No, Ext): (305) 822-7800 E-MAIL ADDRESS: FAX (A/C, No): (305) 362-2443	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Old Republic General Insurance Corp	
		INSURER B: Great American Insurance	
		INSURER C: Westchester Surplus Lines Ins	
		INSURER D: Hartford Fire Ins Co	
		INSURER E:	
		INSURER F:	

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			A4CG12281801	06/30/2018	06/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A4CA12281801	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<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			TUU048352606	06/30/2018	06/30/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A4CW12281802	06/30/2018	06/30/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			G24275516007	06/30/2018	06/30/2019	Aggregate 2,000,000
D	Equipment Floater			21MSJA7533	05/01/2018	05/01/2019	Leased/Rented 250,000

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

ITB #18-07

Townwide Roadway Resurfacing & Sidewalk Improvements
 Cutler Bay, Florida.

CERTIFICATE HOLDER

CANCELLATION

Town Of Cutler Bay
 Cutler Bay Town Center
 10720 Caribbean Blvd Suite 110
 Cutler Bay, FL 33189

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



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E844

H & R PAVING INC

D.B.A.:

GONZALEZ RAUL JR

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2019

0007

QUALIFYING TRADE(S)
PAVING ENGINEERING

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

**MIAMI-DADE
COUNTY**

www.miamidade.gov/economy





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BUSTOS, JAVIER GERARDO

H & R PAVING, INC.
1955 N W 110TH AVENUE
MIAMI FL 33172

LICENSE NUMBER: CGC062459

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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



000272

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



674771

BUSINESS NAME/LOCATION

H & R PAVING INC
1955 NW 110TH AVE
MIAMI FL 33172

RECEIPT NO.

RENEWAL
674771

EXPIRES
SEPTEMBER 30, 2019

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

OWNER

H & R PAVING INC

SEC. TYPE OF BUSINESS

196 SPECIALTY ENGINEERING CONTRACT
E844

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$75.00 07/18/2018
FPPU05-18-021547

Worker(s) 10

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

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

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

Municipal Contractor's Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



CC NO: EB44

BUSINESS NAME/LOCATION

H & R PAVING INC
1955 NW 110TH AVE
MIAMI, FL 33172

RECEIPT NO.

7548854

EXPIRES
SEPTEMBER 30, 2019

Pursuant to County Code
Sec 10-24

OWNER

H & R PAVING INC

TYPE OF BUSINESS

SPECIALTY ENGINEERING
CONTRACTOR

**PAYMENT RECEIVED
BY TAX COLLECTOR**

175.00 08/20/2018
0224-18-004808

This receipt is not valid in the following Municipalities: Aventura, Doral, Haleah, Key Biscayne, Miami Gardens, Miami Lakes, Palmetto Bay, Pinecrest, Sunny Isles Beach, Town of Cutler Bay.

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





JOBS COMPLETED

JOB ID	JOB DESCRIPTION	OWNER	PHONE #	AREA/AGENCY	START DATE	END DATE	CONTRACT
2704	"PEOPLES TRANSPORTATION PLAN ROADWAY RESURFACING CONTRACT" PROJECT # 20100387	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	August 15, 2010	September 15, 2011	\$ 1,000,000.00
2656	CITY OF MIAMI BEACH	CARLOS DA CRUZ	305-673-7497	CITY OF MIAMI BEACH	AUGUST 7, 2009	October 1, 2011	\$ 2,557,000.00
2701	"ARRA ROADWAY RESURFACING CONTRACT" PROJECT # 20090123	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	June 15, 2010	October 1, 2011	\$ 666,600.55
	FDOT E6G32 Concrete Sidewalk Repair Services "Push Button"	Eddy Taylor	305-256-6348	FDOT South Dade Maintenance	January 1, 2011	January 1, 2012	\$ 225,000.00
	FDOT E6D50 American with Disabilities Act Services "Push Button"	John Bolton	305-654-7017	FDOT North Dade Maintenance	August 8, 2006	January 14, 2012	\$ 1,158,019.20
2709	"PEOPLES TRANSPORTATION PLAN ROADWAY RESURFACING CONTRACT" PROJECT # 20100426	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	January 24, 2011	January 24, 2012	\$ 1,000,000.00
	West 29th Street from West Okeechobee Road to West 4th Avenue	Alfred Martinez	305-687-2611	City of Hialeah	October 3, 2011	January 31, 2012	\$ 318,498.60
2760	"ARRA ROADWAY RESURFACING CONTRACT" PROJECT # 20100533	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	March 21, 2011	March 20, 2012	\$ 854,131.83
	City Wide Road Resurfacing Project No. SM-2011-07-PW	Maria Menendez		City of South Miami	October 1, 2011	March 29, 2012	\$ 42,823.59
2700	PROJECT # L141-9R/27L EXT	RICARDO SOLORZANO	305-876-7809	TAMIAMI AIRPORT	June 1, 2010	March 31, 2012	\$ 4,452,919.58
	FDOT -- E6H88 SR-5 US-1 at Ives Dairy Road	Gus Prego	850-414-4477	FDOT District 6	July 9, 2012	August 18, 2012	\$ 77,092.55
	Bid #10-11-015 ARRA-CDBG R Street Resurfacing Project	Eric Rush	305-416-1298	City of Miami	January 23, 2012	September 30, 2012	\$ 741,193.00
2725	(MDX) ITB 11-01 "SYSTEMWIDE ROADWAY IMPROVEMENTS"	DARREN SPENCE	954-540-1919	MIAMI-DADE EXPRESSWAY AUTHORITY (MDX)	October 11, 2011	November 1, 2012	\$ 6,000,000.00
2656	CITY OF MIAMI BEACH	CARLOS DA CRUZ	305-673-7497	CITY OF MIAMI BEACH	August 7, 2009	August 1, 2012	\$ 2,557,000.00
	Miami-Dade County Roadway Resurfacing Contract #20070593	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS)	March 13, 2012	December 2, 2012	\$ 1,068,517.00
	E6H82 FDOT Push Button -- Concrete, Etc.	Leah De Riel	305-640-7114	FDOT District 6	August 14, 2012	December 16, 2012	\$ 600,000.00
	"MIAMI INTERNATIONAL AIRPORT PAVEMENT REPAIRS" RM6-07/09	MIKE RIVERA	305-876-0596	(MIAMI-DADE AVIATION DEPARTMENT) MIAMI INTERNATIONAL AIRPORT	January 15, 2011	January 15, 2013	\$ 7,525,000.00
	City of Hialeah	Mayor Carlos Hernandez	305-883-5800	City of Hialeah	October 14, 2012	February 3, 2013	\$ 512,902.00
	FDOT -- T6257 SW 8th Street from the Turnpike to SR-826	FDOT	850-414-4477	FDOT District 6	June 18, 2012	January 7, 2014	\$ 6,803,532.60
	FDOT -- E6I40 SW 8th Street from the Turnpike to SW 132nd Av	FDOT	850-414-4477	FDOT District 6	January 13, 2014	May 22, 2014	\$ 876,233.00
	FDOT -- T6307 SR934 NW81/82 ST	FDOT	850-414-4477	FDOT District 6	March 11, 2013	May 30, 2014	\$ 3,138,611.00
	B-30621 City of Miami Center Grove-Street Resurfacing Project	Maurice Hardie	305-416-1298	City of Miami	May 1, 2014	November 30, 2014	\$ 1,056,000.00
	FDOT -- T6324 NW 36 Street	FDOT	850-414-4477	FDOT District 6	February 25, 2014	February 20, 2015	\$ 3,959,132.00
	FDOT -- T6327 SR860 Miami Gardens Drive	FDOT	850-414-4477	FDOT District 6	May 8, 2014	June 15, 2015	\$ 4,029,465.00

Projects 'Completed' TOTAL = \$ 52,187,824.50

JOBS IN PROGRESS



Regular Projects								
JOB DESCRIPTION	OWNER CONTACT	PHONE #	AREA/AGENCY	START DATE	END DATE	CONTRACT	% COMPLETE TO DATE	CONTRACT REMAINING
FDOT – E6175 NW 54th Street from E 1 Av to NW 6 AV	FDOT	850-414-4477	FDOT District 6	May 29, 2015	March 24, 2016	\$ 3,505,673.00	99%	\$ 35,056.73
FDOT – T6343 NW 103 St from E 10 Av to NW 6 AV	FDOT	850-414-4477	FDOT District 6	June 6, 2015	March 22, 2016	\$ 3,891,030.00	99%	\$ 38,910.30
Miami-Dade County Roadway Resurfacing Contract #2014-0055	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	May 11, 2015	May 10, 2016	\$ 1,055,072.00	72%	\$ 295,420.16
Miami-Dade County Roadway Resurfacing Contract #2014-0112	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	May 12, 2015	May 11, 2016	\$ 2,525,995.00	61%	\$ 985,138.05
Miami-Dade County Roadway Resurfacing Contract #2014-0164	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	May 13, 2015	May 12, 2016	\$ 1,768,215.00	69%	\$ 548,146.65
ITB #2014-06 Resurfacing Contract	City of Doral	305-593-6725	City of Doral Public Works	June 12, 2014	June 6, 2016	\$ 3,450,000.00	75%	\$ 862,500.00
FDOT – E6172 SW/NW 8th Ave from SW 8 St to NW 3 St	FDOT	850-414-4477	FDOT District 6	September 21, 2015	March 29, 2016	\$ 646,793.00	99%	\$ 6,467.93
M-0098 City of Miami Resurfacing Project	Valentine Omigbo	305-416-2588	City of Miami Capital Improvements	October 21, 2014	October 20, 2016	\$ 1,501,812.00	60%	\$ 600,724.80
201322 City of Homestead Street Resurfacing	Sherry Adler	305-224-4770	City of Homestead Public Works	November 23, 2015	November 22, 2016	\$ 500,000.00	50%	\$ 250,000.00
Miami-Dade County Roadway Resurfacing Contract #2014-0135	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	April 23, 2015	October 14, 2016	\$ 601,389.00	31%	\$ 414,958.41
Miami-Dade County Roadway Resurfacing Contract #2014-0134	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	April 23, 2015	October 14, 2016	\$ 590,331.00	79%	\$ 123,969.51
Miami-Dade County Roadway Resurfacing Contract #2015-0088	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	December 23, 2015	March 17, 2017	\$ 1,797,926.00	57%	\$ 773,108.18
Miami-Dade County Roadway Resurfacing Contract #2015-0133	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	February 23, 2016	May 18, 2017	\$ 2,139,069.00	0%	\$ 2,139,069.00
Miami-Dade County Roadway Resurfacing Contract #2015-0062	JOAQUIN RABASA	305-299-9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	November 23, 2015	November 22, 2016	\$ 1,855,130.00	18%	\$ 1,521,206.60
City of Aventura, NE 191st Street Roadway and Drainage Improvements	Antonio Tomei	305-466-8923	Capital Projects Manager Department of Public Works/Transportation City of Aventura	May 1st, 2017	December 23, 2017	\$ 730,162.55	100%	\$ -
Montroe County Sexton Cove Roadway and Drainage Improvements	Jacson Taylor	561-436-2860	RS&H CEI Project Administrator	January 9, 2017	July 7, 2017	\$ 1,102,540.80	100%	\$ -
Miami-Dade County 20150187 Roadway Improvement to SW 152 St from SW 157 Ave to SW 147 Ave	Juan Canizarez	305-310-7920	Department of Transportation and Public Works Road Construction Engineer	February 13, 2017	September 7, 2018	\$ 4,413,302.19	100%	\$ -
Miami-Dade County 20150189 Roadway Improvements to SW 328 St from US-1 to SW 162 Ave	Gill Rakeshpai	786-375-2111	Department of Transportation and Public Works Project Manager-Construction Division	June 1st, 2017	June 14, 2019	\$ 8,325,576.23	27%	\$ 6,052,693.92
City of Doral NW 52 St (107 Ave - 97 Ave) and NW 102 Ave (41 St - 58 St)	Carlos Arroyo	305-593-6740 Ext 6009	Assistant Public Work Director/ Chief of Construction	December 19th, 2015	November 30, 2017	\$ 2,985,105.71	100%	\$ -
FDOT T6350 NW 37 Ave from NW 142 St to NW 186 St	Sergio Gonzalez, PE	786-229-7222	Pinnacle Consulting Enterprises, Inc.	October 16, 2016	December 8, 2017	\$ 3,715,133.74	100%	\$ -
FDOT T6418 SW 12 Ave from SW 13 St to NW 20 St	Francisco Lledo	305-619-7144	Project Oversight I South Miami-Dade Residency FDOT District VI	March 23, 2017	July 17, 2018	\$ 1,730,331.32	100%	\$ -
FDOT T6439 SR 953 Lejune Rd at SR 976 Bird Rd	Tomas Gimenez	954-558-9426	MSCM Project Administrator	January 16, 2018	April 26, 2018	\$ 358,786.00	100%	\$ -
City of Medley SW 0103 NW 89 Ave, NW 93 St & NW 95 St	Mohammad Ansari	786-385-6182	E.I Kimley-Horn	October 31, 2016	November 20, 2018	\$ 3,429,718.48	76%	\$ 833,421.59

Projects 'Started' TOTAL = \$ 52,619,092.02

\$ 15,480,791.83

ITB No 2018-24
 NW 82 Avenue from NW 25 St to NW 33 St

Vendor Reference

Reference #1

Proposer's Name: H&R Paving , Inc.

Reference's Name: Miami Dade Couty

Address: 111 NW 1st Street # 1420 Miami, FL 33128

Name of Project: Roadway imporvements to SW 152 St from SW 157 Ave to SW 147 Ave

Contact Person (Name/Title): Juan Canizares, Project Manager

Contact Telephone #: 305-310-7920 Mail Address: juan.canizares@miamidade.gov

Location of Services: SW 152 Street from SW 157 Avenue to SW 147 Avenue

Initial Contract Value: \$ 4,932,632.41

Brief description of the scope of work performed for this reference:

Earthwork, drainage, concrete, asphalt, lighting, signalization, landscaping and striping.

IITB No 2018-24
NW 82 Avenue from NW 25 St to NW 33 St

Vendor Reference

Reference #2

Proposer's Name: H&R Paving , Inc.

Reference's Name: Miami Dade Couty

Address: 111 NW 1st Street # 1420 Miami, FL 33128

Name of Project: Roadway imporvements to SW 328 Street from US-1to SW 162 Avenue

Contact Person (Name/Title): Gill Rakeshpal, Project Manager

Contact Telephone #: 786-375-0003 Contact E-Mail Address: rakeshpal.gill@miamidade.gov

Location of Services: SW 328 Street from US-1 to SW 162 Avenue

Initial Contract Value: \$ 8,325,576.23

Brief description of the scope of work performed for this reference:

Earthwork, drainage, concrete, asphalt, lighting, signalization, landscaping and striping.

ITB No 2018-24
NW 82 Avenue from NW 25 St to NW 33 St

Vendor Reference

Reference # 3

Proposer's Name: H&R Paving , Inc.

Reference's Name: FDOT District No 6

Address: 1000 NW 111th Avenue Miami, FL 33172

Name of Project: T6418-SR 933 / SW-NW 12 Avenue from SW 13 St to NW 20 St

Contact Person (Name/Title): Francisco Lledo, Project Manager

Contact Telephone #: 305-619-7144 Contact E-Mail Address: francisco.lledo@dot.state.us

Location of Services: SW-NW 12 Avenue from SW 13 Street to NW 20 Street

Initial Contract Value: \$ 1,730,331.32

Brief description of the scope of work performed for this reference:

Drainage, Concrete, Milling and Resurfacing, Lighting and Signalization.

ITB No 2018-24
NW 82 Avenue from NW 25 St to NW 33 St

Vendor Reference

Reference # 4

Proposer's Name: H&R Paving , Inc.

FDOT District No 6

Reference's Name: _____

Address: 1000 NW 111th Avenue Miami, FL 33172

T6350-SR 823 /NW 57 Avenue from S of NW142 St to S of NW 186 St

Name of Project: _____

Contact Person (Name/Title): Sergio Gonzalez, Project Manager

Contact Telephone #: 786-229-7222 Contact E-Mail Address: sgonzalez@pinnaclecei.com

Location of Services: SW-NW 12 Avenue from SW 13 Street to NW 20 Street

Initial Contract Value: \$ 3,339,356.15

Brief description of the scope of work performed for this reference:

Drainage, Concrete, Milling and Resurfacing, Lighting and Signalization.



Your solution company

1955 NW 110 Avenue
Miami, Florida 3317**COMPACTORS**

(305) 261-3005 Office (305) 592-6079 Fax

Master Equipment List 2009

Page 1

#ID	MAKE	MODEL	SERIAL NUMBER	CHKD	out of service
R-1	HY PAC	C778B	10932151855	OK	
R-3	CATERPILLAR (con techno)	CB 534 C	5H-N00221	OK	
R-4	CATERPILLAR (sin techno)	CB 534	2B600271		
R-5	BOMAG	151 AD	220-39		
R-6	INGERSOLL RAND	DD-24 / YEAR: 1995	1409645BE		
R-7	BOMAG	151 AD-2	101490220137	OK	
R-8	HYSTER ROLLER	C 340	A146C1517T	OK	
R-9	HY PAC	C778B	109B21501854	OK	
R-16	INGERSOLL RAND	DD-32			
R-17	INGERSOLL RAND	DD-22			
R-18	INGERSOLL RAND	DD-90 HF	179517	OK	
R-19	INGERSOLL RAND	DD-90 HF	178635		
R-20	INGERSOLL RAND	DD-110	52865DD	OK	
R-21	INGERSOLL RAND	DD-110	172191	OK	
R-1-2	HERTZ INGENSOLL	DD 24	5982-500	OK	
R-22	LEEBOY 2006	400 Super	48759		
R-23	LEEBOY 2006	400	46380		
TR-1	HYSTER	TRAFFIC ROLLER C530 A	A91C3472	OK	
TR-2	DRESSER	TRAFFIC ROLLER P3500 A	109A22201707	OK	
TR-3	DRESER	TRAFFIC ROLLER			
TR-4	BOMAG	120 AD	SN83345		
TR-5	BOMAG	BW11RH	109A22201707	OK	
TR-6	LEEBOY	420	48490		
TR-7	LEEBOY	420	45260		
	CATERPILLAR 400	400	47977		
	CATERPILLAR 420	420	48490		

PAVERS

# ID	MAKE	MODEL	SERIAL NUMBER	CHKD	Out of service
PV-1	BLAW KNOX	PF3122	31723T-05	OK	
PV-5	LEEBOY PAVER	L5000T	49071		
PV-7	BLAW KNOX INGERSOLL RAND	2181	10334-26	OK	
PV-8	NEIL	DM 6500	0031-4269	??	
PV-10	BLAW KNOX	PF2181	21810129	OK	
PV-11	BLAW KNOX INGERSOLL RAND	PF 2181			
PV-13	BLAW KNOX	PF3200	32003-09	OK	
PV-14	BLAW KNOX	PF-3172	31723T-05	OK	
PV-5	LEEBOY PAVER	L5000T	49071		

DOZERS

# ID	MAKE	MODEL	SERIAL NUMBER	CHKD	Out of service
D-1	JOHN DEER	450H	880736		

LOADERS

# ID	MAKE	MODEL	SERIAL NUMBER	CHKD	Out of service
L-2	CASE	621 B	JEE0041977	OK	
L-3	CASE	821 B	JEE0051116	OK	
L-4	CASE	W-18	9133736		
L-5	KOMATZU	WA 320	A30388	OK	
L-6	CASE	621C	JEE0092901		
L-7	CASE	621B	JEE0056738		
L-8	JCB	456ZX	SLP456702E05393357	OK	
L-9	JCB	436 B	SLP436ZOVE0533342	OK	
L-10	JOHN DEER	260			

MILLING MACHINES

# ID	MAKE	MODEL	SERIAL NUMBER	CHKD	Out of service
MM-3	ROAD TEC	RX500-4118			
MM-5	WIRTGEN	W2200	821100081570023		
MM-6	ROAD TEC	RX500-4	00191		

SCREENERS & CRUSHERS

# ID	MAKE	MODEL	SERIAL NUMBER	CHKD	Out of service
1	POWERSCREEN	BF4M1012C	7215156	OK	
2	INERTIA	4048 WO	99231012	OK	
3	SIMPLICITY	M-14-SCREEN	3514-M14-448-S	OK	

SWEEPERS

# ID	MAKE	MODEL	SERIAL NUMBER	CHKD	Out of service
SW-1	LAYMOR	8B	25029	OK	
SW-2	LAYMOR	6HB	24572	OK	
SW-3	LAYMOR	8B	26170-002	OK	
SW-4	LAYMOR	8HC	28045005	OK	
SW-5	FORD	TRACTOR (BLUE) 3930	BD26149	OK	
SW-6	BROCE BROOM	RC-300	86893	OK	
SW-7	LAYMOR	8HC	2882-005	OK	
SW-8	ELGIN	2106	26719-002		
SW-9	ELGIN (insured by AIG)	2006 BROOM BEAR	Vin# 1FVACXDCX6HV19578	OK	
SW-10		BROCE 250B	S/N 304068		
SW-11	LAYMOR 8HC	2005	30454		
SW-12	LAYMOR 8HC	2005	30447		
SW-13	LAYMOR 8HC	2005	30434		
SW-14	LAYMOR 8HC	2004	29989		
	BROCE 2006	RJ 350	405174		

SKID STEERS

# ID	MAKE	MODEL	SERIAL NUMBER	CHKD	out of service
BC-1	BOBCAT	873G	514141125	OK	
BC-2	BOBCAT	873	514124679	OK	
BC-6	BOBCAT	873G	514141014		
BC-7	CATERPILLAR	236	4YZ022294		
BC-8	CATERPILLAR	262C	CAT0262CPMSTO1008		
BC-9	CATERPILLAR	268B	262BJLBA00760		
BC-10	CATERPILLAR	252B	CAT0252B TSCP01982	9/4/2009	
1	COLEMAN (1)	LIGHT TOWER		OK	
2	BOBCAT (1)	MILLING ATTACHMENT J.C.B.	DD600619		
3	BOBCAT (1)	MILLING ATTACHMENT INGERSOLL RAND			
4	MILLER (1)	WELDING MACHINE			
7	BILLY GOAT (3)	BLOWERS			
8	SAW-CUT MACHINES (2)	AIR HAND HELD GENERATOR			
9	COLEMAN (2)				
10	SAW-CUT MACHINES (3)	WALK BEHIND			
11	SAW-CUT MACHINES (1)	HAND HELD			
12	HAND TAMPERS (2)	VIB.			

BACKHOES

#/ID	MAKE	MODEL	SERIAL NUMBER	CHKD	out of service
B-1	J.C.B.	217	483435		
B-2	CATERPILLAR	416	5PC14502		
B-3	JOHN DEER	410	T0410CA751043		

EXCAVATORS

#/ID	MAKE	MODEL	SERIAL NUMBER	CHKD	out of service
RE-1	CATERPILLAR	325 BL	2JR00608		
RE-2	CATERPILLAR	325 L	7LM1314		
RE-3	CATERPILLAR	325L	7LM00898		
RE-4	CATERPILLAR	330L	8FK0180		
RE-5	CATERPILLAR	330BL	6DR00651		

GRADERS

#/ID	MAKE	MODEL	SERIAL NUMBER	CHKD	out of service
G-1	CATERPILLAR	12F	13K311		
G-2	PUCKETT BROTHERS	510D	PB686J548		
G-3	HUBER	650	CM3751		
G-4	HUBER	AB6900	157A10	OK	

COMPRESSORS

# ID	MAKE	MODEL	SERIAL NUMBER	CHKD	out of service
C-1		Planta			
C-2	Smith	4239DF	CD4239D746732		
C-3	Smith	4239DF	CD4239D796330		
C-4	Ingersollrand	Planta			

LIGHT TOWERS

# ID	MAKE	MODEL	SERIAL NUMBER	CHKD	out of service
LT-1	White	MA 1326 S	6401007		SERGIO
LT-2	Green		876B1625		
LT-3	Wacker				

ATTACHMENTS

# ID	MAKE	MODEL	SERIAL NUMBER	CHKD	out of service
	Hammer				
	Asphalt Zipper	AZ 500			

**COMBINED FINANCIAL STATEMENTS AND
INDEPENDENT AUDITORS' REPORT**

**H & R Paving, Inc.
and
One Hundred and Tenth Avenue Investment Corp.**

December 31, 2017

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HERNANDEZ & TACORONTE, P.A.

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Stockholders of
H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Report on the Financial Statements

We have audited the accompanying combined financial statements of H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp., which comprise the combined balance sheets as of December 31, 2017, and the related combined statements of income, stockholders' equity and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp. as of December 31, 2017 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The supplementary information presented in the accompanying Schedules I, II, III, IV, V, VI and VII is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Miami, Florida
April 5, 2018

Henry J. 'Coco' L., P.A.

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Combined Balance Sheet

December 31, 2017

ASSETS**CURRENT ASSETS**

Cash and cash equivalents	\$ 4,014,335
Contracts receivable - net	3,646,465
Cost and estimated earnings in excess of billings on uncompleted contracts	884,124
Pre-paid insurance	216,471
Inventory	<u>91,831</u>

Total current assets	8,853,226
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LAND	180,500
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PROPERTY, PLANT AND EQUIPMENT – NET	694,950
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OTHER ASSETS

Deposits	<u>22,702</u>
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Total assets	<u>\$ 9,751,378</u>
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LIABILITIES AND STOCKHOLDERS' EQUITY**CURRENT LIABILITIES**

Accounts payable and other current liabilities	\$ 1,701,834
Billings in excess of cost and estimated earnings on uncompleted contracts	<u>1,921,439</u>

Total current liabilities	3,623,273
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STOCKHOLDERS' EQUITY

Common stock – \$10 par value, 50 shares; \$75 par value, 100 shares, authorized, issued and outstanding	8,000
Paid-in capital	831,117
Retained earnings	<u>5,288,988</u>

Total stockholders' equity	<u>6,128,105</u>
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Total liabilities and stockholders' equity	<u>\$ 9,751,378</u>
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The accompanying notes are an integral part of this statement

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Combined Statement of Income

For the year ended December 31, 2017

Contract revenues earned and sales of asphalt	\$ 26,077,605
Cost of contract revenues earned and asphalt sold	<u>18,166,695</u>
Gross profit	7,910,910
General and administrative expenses	<u>1,440,648</u>
Income from operations	<u>6,470,262</u>
Other income (expense)	
Interest income	85,298
Miscellaneous income	<u>163,804</u>
	<u>249,102</u>
Total combined net income	<u>\$ 6,719,364</u>

The accompanying notes are an integral part of this statement

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Combined Statement of Stockholders' Equity

For the year ended December 31, 2017

Common stock - \$10 par value, 50 shares; \$75 par value, 100 shares, authorized, issued and outstanding	\$ <u>8,000</u>
Paid-in capital	<u>831,117</u>
Retained earnings, January 1, 2017	14,889,345
Net income	6,719,364
Distributions to stockholders	<u>(16,319,721)</u>
Retained earnings, December 31, 2017	<u>5,288,988</u>
Combined stockholders' equity, December 31, 2017	<u>\$ 6,128,105</u>

The accompanying notes are an integral part of this statement

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Combined Statement of Cash Flows

For the year ended December 31, 2017

Cash flows from operating activities

Net income	\$ 6,719,364
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	403,925
Changes in assets and liabilities (Increase) decrease:	
Contracts receivable	(502,908)
Cost and estimated earnings in excess of billings on uncompleted contracts	(501,270)
Inventory	3,245
Pre-paid expenses	(25,943)
Deposits	(3,283)
Increase (decrease):	
Accounts payable	363,612
Billings in excess of cost and estimated earnings on uncompleted contracts	<u>661,704</u>
Net cash provided by operating activities	<u>7,118,446</u>

Cash flows from investing activities

Purchase of fixed assets	(128,089)
Investments	<u>1,689,647</u>
Net cash provided by investing activities	<u>1,561,558</u>

Cash flows from financing activities

Net income on sale of available-for-sale securities	(73,991)
Distributions	<u>(16,319,721)</u>
Net cash used in financing activities	<u>(16,393,712)</u>

DECREASE IN CASH

(7,713,708)

Cash at January 1, 2017

11,728,043

Cash at December 31, 2017

\$ 4,014,335

The accompanying notes are an integral part of this statement

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Notes to Combined Financial Statements

December 31, 2017

NOTE A – ORGANIZATION AND NATURE OF OPERATIONS

The combined financial statements include the accounts of H & R Paving, Inc., a Florida corporation organized in 1976, and, One Hundred and Tenth Avenue Investment Corp., a Florida corporation organized in 1988, collectively referred to as the "Company." All significant intercompany transactions have been eliminated in combination. H & R Paving, Inc. is engaged in general contracting work and manufacturing, sale and handling of asphalt.

The length of the contracts varies but is typically between one and two years. In accordance with normal practice in the construction industry, the Company includes asset and liability accounts relating to construction contracts in current assets and liabilities even when such amounts are realizable or payable over a period in excess of one year. One Hundred and Tenth Avenue Investment Corp. operates as a real estate holding company.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of the Company is presented to assist in understanding its financial statements. These financial statements are representations of the Company's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

1. Revenue Recognition

The Company recognizes revenues on contracts using the percentage-of-completion method. Under this method, the percentage of contract revenue to be recognized currently is computed as that percentage of estimated total revenue that incurred costs to date bear to total estimated costs, after giving effect to the most recent estimates of cost to complete. It is reasonably possible that changes in cost and revenue estimates may occur in the near term. Revisions in cost and revenue are reflected in the period in which the facts which require the revision become known. When the revised cost estimates indicate a loss on an individual contract, the total estimated loss is provided for currently in its entirety without regard to the percentage of completion.

Contract costs include direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, equipment rental, repairs and subcontractor costs. Selling, general and administrative expenses are charged to operations as incurred.

The asset, "costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability "billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

The Company recognizes revenues on sales of asphalt upon delivery of asphalt products to customers.

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Notes to Combined Financial Statements - Continued

December 31, 2017

NOTE B – Continued

2. Concentration of Credit Risk

Financial instruments which potentially subject the Company to concentration of credit risk consist principally of bank deposits. The Company maintains bank deposits in excess of FDIC coverage. Contracts receivable are primarily from local municipal governments and Florida Department of Transportation. The Company performs ongoing evaluations of its accounts receivable and monitors its exposure for credit losses.

3. Property, Equipment and Depreciation

Property and equipment are stated at cost. Depreciation is provided on the straight-line basis over the estimated service lives of the assets, ranging from five to ten years.

4. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE C – INCOME TAXES

The Company uses the percentage of completion method of reporting income from long-term construction contracts for financial statement purposes and for income tax purposes.

The Company has elected to be treated as a Subchapter S-Corporation. As an S-Corporation, the Company passes through items of income and expense to the stockholders each year, and thus pays no federal corporate income tax itself. However, the Company generally distributes funds to the shareholders through bonuses and/or capital distributions to pay income taxes attributable to corporate earnings.

At December 31, 2017, current federal income tax liabilities passed through to the shareholders using an estimated effective rate of 39.6% are summarized as follows:

Estimated taxable income pass-through to stockholders	\$ 7,000,000
Estimated effective tax rate	<u>39.6%</u>
Estimated stockholders' current tax liability	2,772,000
Less: estimated tax deposits and credits	<u>4,800,000</u>
Net stockholders' current federal tax overpayment	<u>\$ 2,028,000</u>

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Notes to Combined Financial Statements - Continued

December 31, 2017

NOTE C - Continued

Although not accrued in the accompanying financial statements, deferred federal income taxes passed through to the stockholder at December 31, 2017 are summarized as follows:

	<u>Current</u>	<u>Long-Term</u>	<u>Total</u>
Differences in depreciation methods	\$ (120,000)	\$ 362,473	\$ 242,473
Differences in revenue recognition related to the completed contract method for long-term contracts	<u>-</u>	<u>-</u>	<u>-</u>
Net deferred federal tax liability pass-through	<u>\$ (120,000)</u>	<u>\$ 362,473</u>	<u>\$ 242,473</u>

NOTE D – CONTRACTS RECEIVABLE

At December 31, 2017, contracts receivable billed consisted of the following:

Billed		
Completed contracts		\$ 317,448
Contracts in progress		
Due	\$ 1,059,939	
Retainage	<u>968,484</u>	
		<u>2,028,423</u>
Sub-total paving		2,345,871
Due asphalt		<u>2,028,916</u>
Total receivables		4,374,787
Allowance for bad debts		<u>(728,322)</u>
Net receivables		<u>\$ 3,646,465</u>

These receivables are aged as follows:

0 - 30 days	\$ 2,038,217
31 - 60 days	450,690
61 - 90 days	342,537
Over 90 days	574,859
Retainage	<u>968,484</u>
	<u>\$ 4,374,787</u>

The Company collected approximately \$2,482,366 of the receivables through February 28, 2018, which includes approximately \$317,746 older than 90 days.

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Notes to Combined Financial Statements - Continued

December 31, 2017

NOTE E – PROPERTY AND EQUIPMENT

At December 31, 2017, property and equipment consisted of the following:

Machinery and equipment	\$ 5,573,607
Autos and trucks	683,588
Furniture and fixtures	<u>6,471</u>
	6,263,666
Less accumulated depreciation	<u>5,568,716</u>
	<u>\$ 694,950</u>

During the year ended December 31, 2017, depreciation expense of \$403,925 was charged to operations.

NOTE F – COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

At December 31, 2017, cost and estimated earnings on uncompleted contracts consisted of the following:

Costs incurred on uncompleted contracts	\$ 20,187,563
Estimated earnings	<u>2,243,053</u>
	22,430,616
Less billings to date	<u>23,467,931</u>
	<u>\$ (1,037,315)</u>

Presented in the accompanying balance sheet under the following caption:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 884,124
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(1,921,439)</u>
	<u>\$ (1,037,315)</u>

NOTE G – ECONOMIC DEPENDENCY

For the year ended December 31, 2017: Three customers accounted for approximately 64% of total revenues, amounting to approximately \$15,600,000.

NOTE H – ASSIGNMENT OF RIGHTS AND PROPERTY UNDER INDEMNITY AGREEMENT

In order to procure a bonding line, the Company has assigned certain rights and property collateral to secure its obligations under the indemnity agreements. These rights consist principally of rights under construction contracts, subcontracts, insurance policies and legal claims. The property assigned consists of all property and equipment and cash and accounts receivable.

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Notes to Combined Financial Statements - Continued

December 31, 2017

NOTE I – BACKLOG

The following schedule summarizes changes in backlog on contracts during the year ended December 31, 2017. Backlog represents the amount of revenue the Company expects to realize from uncompleted contracts in progress at period end and from contractual agreements on which work has not yet begun:

Balance at January 1, 2017	\$ 32,248,005
New contracts	<u>12,265,279</u>
	44,513,284
Less: revenues earned during the period	<u>17,843,765</u>
Balance at December 31, 2017	<u>\$ 26,669,519</u>

NOTE J – SUBSEQUENT EVENTS

Subsequent to December 31, 2017, the Company requested a \$2 million bank line of credit from its bank and is currently awaiting the bank's final approval.

In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 5, 2018, the date the financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

H & R Paving, Inc.

SCHEDULE I - ANALYSIS OF EARNINGS FROM CONTRACTS

For the year ended December 31, 2017

	Revenues Earned	Cost of Revenues	Gross Profit	Gross Profit (Loss) 2016
CONSTRUCTION - PAVING				
Completed Contracts	\$ 2,881,454	\$ 2,659,565	\$ 221,889	\$ 197,934
Uncompleted contracts	14,962,311	13,466,082	1,496,229	746,824
	<hr/>	<hr/>	<hr/>	<hr/>
Sub-total Paving	17,843,765	16,125,647	1,718,118	<u>\$ 944,758</u>
ASPHALT ACTIVITY				
Sales	12,666,510	6,473,718	6,192,792	
Transfers to paving	<u>(4,432,670)</u>	<u>(4,432,670)</u>	<u>-</u>	
Sub-total Asphalt	8,233,840	2,041,048	6,192,792	
	<hr/>	<hr/>	<hr/>	
Totals	<u>\$ 26,077,605</u>	<u>\$ 18,166,695</u>	<u>\$ 7,910,910</u>	

H & R PAVING, INC.

SCHEDULE II - ANALYSIS OF COMPLETED CONTRACTS

For the year ended December 31, 2017

Contract name	Contract Totals			Before January 1, 2017			For the year ended December 31, 2017		
	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
2963 B MDC 20140134	\$ 770,014	\$ 668,708	\$ 101,306	\$ 700,284	\$ 630,256	\$ 70,028	\$ 69,730	\$ 38,452	\$ 31,278
2979 B MDC 20150062	1,325,772	1,203,027	122,745	1,153,837	1,038,454	115,383	171,935	164,573	7,362
2996 PTP ROADWAY IMPROVEMENT	177,994	164,464	13,530	-	-	-	177,994	164,464	13,530
3011 B CITY OF NORTH MIAMI	401,766	374,343	27,423	109,431	98,488	10,943	292,335	275,855	16,480
3017 B F&M PARKING	574,884	529,087	45,797	-	-	-	574,884	529,087	45,797
3023 PROGRESSIVE PIPELINE	463,902	430,856	33,046	-	-	-	463,902	430,856	33,046
3031 HURRICANE IRMA	117,555	115,227	2,328	-	-	-	117,555	115,227	2,328
3032 ANTILLEAN MARINE	113,500	101,120	12,380	-	-	-	113,500	101,120	12,380
2983 B FDOT E-6K03 RO1	308,654	294,132	14,522	-	-	-	308,654	294,132	14,522
2986 B FDOT E-6K05 RO1	292,080	264,161	27,919	-	-	-	292,080	264,161	27,919
UN-BONDED MINOR PROJECTS	314,700	295,873	18,827	15,815	14,235	1,580	298,885	281,638	17,247
	<u>\$ 4,860,821</u>	<u>\$ 4,440,998</u>	<u>\$ 419,823</u>	<u>\$ 1,979,367</u>	<u>\$ 1,781,433</u>	<u>\$ 197,934</u>	<u>\$ 2,881,454</u>	<u>\$ 2,659,565</u>	<u>\$ 221,889</u>

H & R Paving, Inc.
SCHEDULE III - ANALYSIS OF UNCOMPLETED CONTRACTS
For the year ended December 31, 2017

Contract name	Total Contract			From Inception through December 31, 2017					At December 31, 2017				For the year ended December 31, 2017				
	Contract Amount	Estimated Gross Profit (Loss)		Revenues Earned	Cost of Revenues	Gross Profit	Billed To Date	Estimated Cost to Complete	Cost and Estimated Earnings in Excess of Billings	Excess of Cost and Estimated Earnings	Revenues Earned	Cost of Revenues	Gross Profit (Loss)				Percent Complete
2908 B CITY OF MIAMI	\$ 1,729,136	\$ 172,914		\$ 1,286,147	\$ 1,157,533	\$ 128,614	\$ 1,729,136	\$ 398,689	\$ -	\$ 442,989	\$ 836,795	\$ 753,116	\$ 83,679				74.4%
2883 B CITY MIAMI BEACH	250,000	25,000		-	-	-	-	225,000	-	-	-	-	-				0.0%
2909 B CITY OF HOMESTEAD	2,000,000	200,000		1,289,906	1,142,916	126,990	1,919,673	657,084	-	649,767	72,326	65,094	7,232				63.5%
2981 B C-DORAL NW 52 ST	3,015,672	301,567		3,015,672	2,714,105	301,567	3,015,672	-	-	-	945,395	850,855	94,540				100.0%
2990 B MDC 2015 0133	2,139,070	213,907		1,443,746	1,299,372	144,374	1,691,119	625,791	-	237,373	268,075	241,268	26,807				67.5%
2991 B MDC 2015 0156	1,888,299	188,830		1,288,484	1,159,636	128,848	1,468,505	539,833	-	180,021	899,449	800,504	88,945				68.2%
2992 B MDC 20150157	1,860,678	186,068		1,310,065	1,179,050	131,005	1,351,678	495,560	-	41,623	212,199	190,979	21,220				70.4%
2998 B MDC Proj #20150202	663,431	66,343		340,067	305,061	34,006	461,717	309,027	-	121,650	336,525	302,873	33,652				49.8%
2999 B MDC PROJ #20160020	2,080,692	208,069		1,550,394	1,395,355	155,039	1,336,183	477,268	214,211	-	852,586	767,327	85,259				74.5%
3001 B MONROE CTY. SEXTON COVE	1,105,342	110,534		1,102,328	992,094	110,232	1,102,541	2,714	-	215	1,092,798	983,518	109,280				99.7%
3003 B MDC #20150187-SW 152 St.	4,932,632	493,263		2,438,436	2,194,593	243,843	2,202,885	2,244,776	235,751	-	2,413,202	2,171,882	241,320				49.4%
3004 B MDC #20150169-SW 328 St	9,268,133	926,813		228,481	205,633	22,848	241,103	8,135,687	-	12,622	185,643	167,078	18,565				2.5%
3006 B FDOT T6350 (NW 57 Ave)	3,818,019	381,802		3,802,081	3,421,873	380,208	3,645,089	14,344	156,992	-	3,521,291	3,169,162	352,129				99.6%
3012 B CITY AVENTURA (NE 191 St)	711,963	71,196		653,294	587,965	65,329	689,731	52,802	-	36,437	653,294	587,965	65,329				91.8%
3013 B TOWN MEDLEY -P#20160004	2,555,048	255,505		1,081,338	973,205	108,133	923,865	1,326,338	157,473	-	1,080,005	972,005	108,000				42.3%
3018 B MDC # 20160266	2,053,808	205,381		554,593	499,134	55,459	508,964	1,349,293	45,629	-	545,687	491,307	54,380				27.0%
3015 B MDC 20160218	1,475,420	147,542		184,166	165,741	18,415	161,992	1,162,137	22,164	-	175,391	157,852	17,539				12.5%
3021 B DOTT-6418	1,730,331	173,033		348,942	314,048	34,894	511,297	1,243,250	-	162,355	348,942	314,048	34,894				20.2%
3025 B CITY OF DORAL ITB 2016-43	2,187,880	218,788		393,854	354,469	39,385	430,241	1,614,823	-	36,387	393,854	354,469	39,385				18.0%
3028 B CITY OF SOUTH MIAMI	303,682	30,368		138,644	124,760	13,884	86,740	148,534	51,904	-	138,644	124,780	13,864				45.7%
3029 B MDC 20170165	1,740,114	1,740,114		-	-	-	-	-	-	-	-	-	-				0.0%
3033 B FDOT T6439	224,742	224,742		-	-	-	-	-	-	-	-	-	-				0.0%
3034 B MDC 20170232	1,346,043	1,346,043		-	-	-	-	-	-	-	-	-	-				0.0%
	<u>\$48,100,135</u>	<u>\$7,889,823</u>		<u>\$22,430,616</u>	<u>\$20,187,563</u>	<u>\$2,243,053</u>	<u>\$23,467,931</u>	<u>\$21,022,750</u>	<u>\$ 884,124</u>	<u>\$1,921,439</u>	<u>\$14,962,311</u>	<u>\$13,466,082</u>	<u>\$1,496,229</u>				

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Schedule IV – Combining Balance Sheet

December 31, 2017

	<u>H & R Paving, Inc.</u>	<u>One Hundred and Tenth Avenue Investment Corp.</u>	<u>Eliminations</u>	<u>Combined</u>
Assets				
Current Assets				
Cash and cash equivalents	\$ 4,008,082	\$ 6,253	\$ -	\$ 4,014,335
Contracts receivable - net	3,646,465	-	-	3,646,465
Cost and estimated earnings in excess of billings on uncompleted contracts	884,124	-	-	884,126
Pre-paid expenses	216,471	-	-	216,471
Inventory	<u>91,831</u>	<u>-</u>	<u>-</u>	<u>91,831</u>
Total current assets	8,846,973	6,253	-	8,853,226
Land	-	180,500	-	180,500
Property, Plant and Equipment – Net	694,950	-	-	694,950
Other Assets				
Deposits	<u>22,702</u>	<u>-</u>	<u>-</u>	<u>22,702</u>
Total assets	<u>\$ 9,564,625</u>	<u>\$ 186,753</u>	<u>\$ -</u>	<u>\$ 9,751,378</u>
Liabilities and Stockholders' Equity				
Current Liabilities				
Accounts payable and other current liabilities	\$ 1,701,834	\$ -	\$ -	\$ 1,701,834
Billings in excess of cost and estimated earnings on uncompleted contracts	<u>1,921,439</u>	<u>-</u>	<u>-</u>	<u>1,921,439</u>
Total current liabilities	3,623,273	-	-	3,623,273
Stockholders' Equity				
Common stock \$10 par value, 50 shares, \$75 par value, 100 shares authorized issued and outstanding	500	7,500	-	8,000
Paid-in capital	-	831,117	-	831,117
Retained earnings (deficit)	<u>5,940,852</u>	<u>(651,864)</u>	<u>-</u>	<u>5,288,988</u>
Total stockholders' equity	<u>5,941,352</u>	<u>186,753</u>	<u>-</u>	<u>6,128,105</u>
Total liabilities and stockholders' equity	<u>\$ 9,564,625</u>	<u>\$ 186,753</u>	<u>\$ -</u>	<u>\$ 9,751,378</u>

The accompanying notes are an integral part of these statements

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Schedule V – Combining Statements of Income

For the year ended December 31, 2017

	<u>H & R Paving, Inc.</u>	<u>One Hundred and Tenth Avenue Investment Corp.</u>	<u>Eliminations</u>	<u>Combined</u>
Contract revenues earned and sales of asphalt	\$ 26,077,605	\$ 26,168	\$ (26,168)	\$ 26,077,605
Cost of revenues earned	<u>18,166,695</u>	<u>-</u>	<u>-</u>	<u>18,166,695</u>
Gross profit	7,910,910	26,168	(26,168)	7,910,910
General and administrative expenses	<u>1,436,416</u>	<u>30,400</u>	<u>(26,168)</u>	<u>1,440,648</u>
Income from operations	6,474,494	(4,232)	-	6,470,262
Other (expenses) income				
Interest income	85,298	-	-	85,298
Miscellaneous income	<u>160,129</u>	<u>3,675</u>	<u>-</u>	<u>163,804</u>
	<u>245,427</u>	<u>3,675</u>	<u>-</u>	<u>249,102</u>
Total Combined Net Income (Loss)	<u>\$ 6,719,921</u>	<u>\$ (557)</u>	<u>\$ -</u>	<u>\$ 6,719,364</u>

The accompanying notes are an integral part of these statements

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Schedule VI – Combining Statements of Stockholders' Equity

For the year ended December 31, 2017

	<u>H & R Paving, Inc.</u>	<u>One Hundred and Tenth Avenue Investment Corp.</u>	<u>Eliminations</u>	<u>Combined</u>
Common stock - \$10 par value, 50 shares; \$75 par value, 100 shares, authorized, issued and outstanding	\$ 500	\$ 7,500	\$ -	\$ 8,000
Paid-in capital	-	831,117	-	831,117
Retained earnings (deficit)				
January 1, 2017	15,540,652	(651,307)	-	14,889,345
Combined income (loss)	6,719,921	(557)	-	6,719,364
Distributions to stockholders	(16,319,721)	-	-	(16,319,721)
Combined retained earnings (deficit), December 31, 2017	5,940,852	(651,864)	-	5,288,988
Stockholders' equity, December 31, 2017	\$ 5,941,352	\$ 186,753	\$ -	\$ 6,128,105

The accompanying notes are an integral part of these statements

H & R Paving, Inc. and One Hundred and Tenth Avenue Investment Corp.

Schedule VII – Combining General and Administrative Expenses

For the year ended December 31, 2017

	<u>H & R Paving, Inc.</u>	<u>One Hundred and Tenth Avenue Investment Corp.</u>	<u>Eliminations</u>	<u>Combined</u>
Advertising	\$ 8,138	\$ -	\$ -	\$ 8,138
Alarms and security services	62,244	-	-	62,244
Business gift	27,317	-	-	27,317
Cleaning supplies	4,732	-	-	4,732
Collection fees	712	-	-	712
Contributions – charitable	13,356	-	-	13,356
Employees benefits	60,690	-	-	60,690
Fees UAP/IG	121,132	-	-	121,132
Medicines and medical expenses	13,995	-	-	13,995
Membership fees	14,325	-	-	14,325
Miscellaneous	16,910	847	-	17,757
Office expenses and supplies	119,221	-	-	119,221
Payroll processing fees	10,415	-	-	10,415
Property taxes	-	28,083	-	28,083
Professional fees	75,961	1,470	-	77,431
Rent	84,000	-	(26,168)	57,832
Repairs and maintenance	1,213	-	-	1,213
Salaries and payroll taxes	674,419	-	-	674,419
Telephone	25,353	-	-	25,353
Training and seminars	1,166	-	-	1,166
Travel and entertainment	88,863	-	-	88,863
Utilities	6,989	-	-	6,989
Waste and disposal expenses	5,265	-	-	5,265
Total	<u>\$ 1,436,416</u>	<u>\$ 30,400</u>	<u>\$ (26,168)</u>	<u>\$ 1,440,648</u>

The accompanying notes are an integral part of these statements

H & R PAVING, INC

1200

Date	Invoice No.	Description	Amount	Discount	Net Amount
------	-------------	-------------	--------	----------	------------

VOID

VOID

TOTAL

7260



H & R PAVING, INC
1955 NW 110th Ave
Miami, FL 33172
Ph. 305-261-3005

Mercantil
Bank

170 NORTH HATUAS ROAD
Pembroke Pines, Florida 33026

63-1050/670

EZShield™ Check Fraud
Protection for Business

Check Number:

PAY TO THE
ORDER OF

VOID

VOID

DOLLARS

VOID AFTER 90 DAYS

MEMO

VOID



VOID

AUTHORIZED SIGNATURE

⑈007260⑈ ⑆067010509⑆ 2525000144⑈06

H & R PAVING, INC

7260

Date	Invoice No.	Description	Amount	Discount	Net Amount
------	-------------	-------------	--------	----------	------------

VOID

VOID

TOTAL

5779490901

SECTION 00500

**TOWN OF CUTLER BAY
TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS
ITB #18-07**

**CONTRACT FOR CONSTRUCTION
BETWEEN TOWN OF CUTLER BAY AND**

THIS IS A CONTRACT FOR CONSTRUCTION ("Contract"), dated _____ ("Effective Date") by and between TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "Town"), and _____, a Florida corporation (hereinafter referred to as "Contractor").)

WITNESSETH

WHEREAS, the Town solicited bids for the construction of TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS ("Project") through Invitation to Bid No.18-07; and

WHEREAS, the Contractor responded to the Town's solicitation by submitting its bid ("Bid"), attached and incorporated hereto as Exhibit "A"; and

WHEREAS, after review and consideration of all submitted bids, the Town Manager recommended the Contractor to _____ (the "Work") for the Project; and

WHEREAS, on _____, pursuant to Resolution No. ____-____, attached and incorporated hereto as Exhibit "B", the Town Council approved the Contractor to perform the Work and authorized the Town to contract with the Contractor to perform the Work for the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

**ARTICLE 1
SCOPE OF WORK**

- 1.1 Contractor shall perform the Work as set forth in the Bid attached hereto as Exhibit "A" and incorporated herein by reference.
- 1.2 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the Work described in the Contract Documents including Technical Specifications and Addenda thereto and in accordance with any

drawings and specifications prepared by the Town's Engineer for the following Project(s):

**TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS
TOWN OF CUTLER BAY, FLORIDA**

- 1.3 All work under this Agreement shall be assigned under a Notice to Proceed or Work Order basis issued by the Town to the Contractor for each phase of the work.

Contractor bears the risk and responsibility that compensation may not be amended due to delay or extensions of time.

**ARTICLE 2
TERM**

- 2.1 The initial work order will be substantially completed, as determined by the Town, within the date specified in the Notice(s) to Proceed. The Work shall commence within thirty (30) days issuance of the Notice(s) to Proceed. The Work shall be completed and ready for Final Payment in accordance with section 14.7 of the General Conditions, attached hereto and incorporated herein as Exhibit "C" ("General Conditions"). The Town may allow extended daily working hours and work on weekends if requested by Contractor with advanced notice and approved by the Town in writing.

The Term of this Contract shall be effective and commence upon full execution of this Contract by both parties, and shall continue for a term of three (3) years. At its sole discretion, the Town shall have the right and option to renew this Contract for up to three (3) additional one (1) year terms, upon the same terms and conditions, including unit pricing (the "Renewal Options"). The Renewal Option(s) may be exercised by the Town Manager, at his sole discretion. Such renewal shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than thirty (30) days prior to the date of termination of the initial term or applicable Renewal Option term.

**ARTICLE 3
BENCHMARKS AND REMEDIES FOR BREACH**

- 3.1 Contractor shall be instructed to commence each phase of the Work as specified in the written form of a Notice to Proceed ("Notice to Proceed") issued by the Town Manager. Contractor acknowledges and agrees that the Town shall have no obligation to issue a Notice to Proceed for the Work or any portion thereof. Each Notice to Proceed issued by the Town will provide for a commencement date for the Work, or a portion thereof, and required completion dates for the Work, or portion thereof, including Substantial Completion, as defined in section 1.1(45) of the General Conditions, and final completion dates. A Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and execution of this Contract.
- 3.2 Contractor and Town agree time is of the essence for performance of this Contract. The Work, or any portion thereof, shall not commence until the date specified in the Notice to Proceed. The Work, or any portion thereof, shall achieve Substantial Completion and final

ITB #18-07

TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS

completion, as determined in the sole discretion of the Town, within the number of days specified in the applicable Notice to Proceed. The Contractor shall prosecute all Work with faithfulness and diligence.

- 3.3 Upon failure of Contractor to substantially complete the Contract within the Term, or portion of Work within the specified period of time of the applicable Notice to Proceed, Contractor shall pay to Town the sum of One Thousand Dollars (\$1,000.00) for each calendar day after the time specified in the Notice to Proceed for Substantial Completion. After Substantial Completion, in the event Contractor fails to complete the remaining Work within the time specified in the Notice to Proceed for final completion and readiness for final payment, then Contractor shall pay to Town the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified for completion and readiness for final payment. These amounts are not penalties but are liquidated damages (collectively "Liquidated Damages") to Town for its inability to obtain full beneficial occupancy and use of the Project.
- 3.4 Recognizing the impossibility of ascertaining the precise amount of damages that will be sustained by Town as a consequence of such delay, Liquidated Damages are hereby fixed and agreed upon between the parties. The parties have agreed upon on Liquidated Damages to obviate any question or dispute regarding the amount of damages and costs and effect of Contractor's failure to complete the Work within the applicable timeframe. The above-stated Liquidated Damages shall apply separately to each phase of the Project for which a time for substantial and/or final completion is given pursuant to a Notice To Proceed.
- 3.5 The Contractor hereby agrees that the Town is authorized to deduct the Liquidated Damages from monies due to Contractor for the Work pursuant to this Contract. In the event that the amount of Liquidated Damages due to the Town by Contractor exceeds the payment or monies due to the Contractor pursuant to this Contract, the Contractor shall be liable and shall immediately, upon demand by Town, make payment to the Town in the amount of said excess.

ARTICLE 4 CONTRACT PRICE

- 4.1 Pursuant to a Notice to Proceed, the Town shall pay to the Contractor for the performance of the Work, or any portion thereof, completed for the prior month based on the Unit Pricing as set forth in Exhibit "A", subject to the conditions, limitations, and restrictions of Section 4.4 herein and in accordance with the General Conditions. The unit price shall be full compensation for all costs, including overhead and profit, associated with completion of the Work, or any portion thereof, as authorized by the applicable Notice To Proceed and in full conformity with the requirements as stated or shown, or both, in the Plans and Specifications, as defined in the General Conditions.
- 4.2 The sum set forth in Section 4.1 shall constitute the Contract Price which shall not be modified except by a Change Order issued by the Town or as otherwise specified herein.

- 4.3 The Contract Price may be adjusted by the Town pursuant to section 12 of the General Conditions. The Town has no obligation to adjust the Contract Price as Contractor bears the risk that the Contract Price does not exceed the amount as stated in Article 1 of this Contract.
- 4.4 Town and Contractor agree that this Contract, and any Work authorized pursuant to this Contract, shall be subject to the condition precedents that Town funds are available, appropriated, and budgeted for the accomplishment of the Work, or any portion thereof, for this Project, and that the Town secures and obtains any necessary loans, grants, or proceeds necessary for the accomplishment of this Project pursuant to a duly authorized Town borrowing enabling ordinance and any loan implementing resolution, or acceptance resolution, adopted by the Town Council as described in the Town Council resolution which awards and authorizes the execution of this Contract.
- 4.5 Town shall make progress payments on the basis of Work completed and Contractor's Application for Payment(s), as defined by section 1.1(3) of the General Conditions, on or before thirty (30) days after receipt of the Application for Payment so long as it also complies with section 14 of the General Conditions of the Contract Documents. Rejection of an Application for Payment by the Town shall be within twenty (20) days after receipt of the Application for Payment. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in section 14.1 of the General Conditions, or, in the event there is no Schedule of Values, then payments will be made for Work completed as provided in Article 3 of this Contract.
- 4.5.1 In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as Town shall determine, or, Town may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Value, if any.
- 4.5.2 The Contractor agrees that ten percent (10%) of the amount due for each progress payment, or Application For Payment, shall be retained by Town (the "Retainage") until final completion and acceptance of the Work by Town. In the event there is a dispute between the Contractor and the Town concerning an Application For Payment, dispute resolution procedures shall be conducted by the Town commencing within forty-five (45) days of receipt of the disputed Application for Payment. The Town shall reach a conclusion within fifteen (15) days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.
- 4.6 Each Application for Payment shall include an affidavit, or partial release, or waiver of lien by Contractor indicating that partial payments received from Town for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.

- 4.7 The payment of any Application for Payment by Town, including the final request for payment, does not constitute approval or acceptance by Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town's rights hereunder or at law or in equity.

ARTICLE 5

CONTRACT DOCUMENTS

- 5.1 Each of the following are made a part of this Contract for the Project (collectively "Contract Documents"):

Exhibit "A"	Bid or Proposal Submitted by Contractor
Exhibit "B"	Town Authorization: Resolution No. ____ - ____
Exhibit "C"	General Conditions
Exhibit "D"	Drawings, Plans and Specifications approved by the Town
Exhibit "E"	Supplementary Technical Specifications
Exhibit "F"	Special Conditions
Exhibit "G"	Form Notice to Proceed
Exhibit "H"	Invitation to Bid No. 18-07, as amended
Exhibit "I"	Notice of Award
Exhibit "J"	Insurance Certificates
Exhibit "K"	Payment and Performance Bond
Exhibit "L"	Project Manual

- 5.2 **Priority of Interpretation.** The Code and any Town resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) Town Resolution Approving Contractor
- b) Town Invitation to Bid ("ITB")
- c) Drawings, Plans and Specifications approved by the Town
- c) Contractor's Response to ITB
- d) Insurance Certificates
- e) Notice to Proceed (NTP)
- f) Performance and Payment Bond

- 5.3 Any mandatory clauses which are required by such federal, state, or other governmental regulations shall be deemed to be automatically incorporated herein. In the event of any conflict among the foregoing Contract Documents, the documents shall govern in the order listed and/or as determined by the Town Engineer.

- 5.4 The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other Projects without the Town's prior written authorization.

ARTICLE 6

INDEMNIFICATION

- 6.1 The parties agree that 1% of the total compensation paid to the Contractor for the performance of this Contract shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Article.
- 6.2 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Town and its officials, consultants, agents and employees from and against all demands, claims, suits, liabilities, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs including appeals) arising out of, related to, or resulting from the performance or non-performance of the Work, or Contractor's obligations, or the Work under this Contract, including but not limited to any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.
- 6.3 In any and all claims against the Town or any of its officers, consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by Contractor, any Subcontractor, person or organization to perform or furnish any of the Work or any person or entity for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 6.4 It is the specific intent of the parties hereto that the foregoing indemnification shall comply with Section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents for this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 6.5 Notwithstanding any obligation which may be set forth or required in the Contract or Contract Documents, the Town shall not indemnify or hold harmless the Contractor or any Subcontractor, Engineer, or any officer, director, partner, employee, agents, consultant of

each or any of them from any claims, costs, losses or damages arising out of any Work performed or this Contract, and any reference or inclusion of such indemnification by the Town or Owner in the Contract Documents is hereby deleted. The parties acknowledge and agree that the Town is a municipal corporation that enjoys sovereign immunity pursuant to applicable law, and shall not and does not waive any rights and protections pursuant to such sovereign immunity. Nothing in this Contract is intended to waive the Town's sovereign immunity, nor shall anything in this Contract shall be construed to waive the Town's sovereign immunity.

ARTICLE 7 INSURANCE AND BONDS

- 7.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as listed in the Contract Documents, including and in no event less than the policies, coverages and minimum limits specified below and as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each certificate shall include no less than (30) thirty day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured.

Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section.

- a. Commercial General Liability coverage with limits of liability of not less than a \$2,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business

Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

- d. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, and Vandalism and Malicious Mischief.
- e. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.
- f. **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town.

The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town.

If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

- g. **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance.

The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

i. The provisions of this Section shall survive termination of this Contract.

7.2 **Bonds.** Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder and the Contract Documents (collectively, "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, in the amount of the total bid amount, or Contract Price, whichever is greater, in the form provided in the Contract Documents or another form satisfactory to, and approved in writing by the Town and executed by a surety of recognized standing with a rating of A or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

7.3 Notwithstanding any obligation which may be set forth or required in the Contract Documents, the Town shall not be required to procure or maintain any insurance in connection with the Work or this Contract, including, but not limited to, Owner's Liability Insurance or Property Insurance.

ARTICLE 8

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

8.1 In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

8.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical specifications and data" and plans and specifications, attached hereto and incorporated herein, as Exhibit "E".

8.1.2 Contractor has visited the Project site and has become familiar with the site and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

- 8.1.3 Contractor has taken affirmative efforts, either in past experience or active due diligence, to become familiar with, and warrants to comply, with all federal regulated stated herein, and other applicable federal, state, and local laws, regulations, and permits necessary for the legal performance of this Contract. Contractor is aware of all regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the federal, state, and local laws, regulations, and permits applicable to the Work—even if such laws and regulations are not specifically enumerated in this Agreement.
- 8.1.4 Contractor has had the opportunity and made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the Project sites or for existing improvements at or near the sites. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 8.1.5 Contractor is aware of the nature of work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.1.7 Contractor has given the Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8.1.8 The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents.

The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

8.2 Contractor further warrants and covenants the following:

8.2.1 **Anti-Discrimination.** Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

8.2.2 **Anti-Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project.

For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

8.2.3 **Licensing and Permits.** Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required valid licenses and permits in compliance with all federal, state, county or Town regulations and laws. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Work for the Project.

ARTICLE 9 **DEFAULT, TERMINATION, AND REMEDIES**

9.1 The happening of any one or more of the following shall be deemed an Event of Default under this Contract, if the Contractor:

- (a) fails to timely begin the Work;
- (b) fails to perform the Work with sufficient workers and equipment or has insufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2 of this Contract and the applicable Notice to Proceed;
- (c) performs the Work unsuitably or causes the Work to be rejected as defective and unsuitable;
- (d) discontinues the prosecution of the Work pursuant to the accepted schedule;
- (e) fails to perform or comply with any material term set forth in the Contract Documents;
- (f) becomes insolvent, declared bankrupt, commits any act of bankruptcy or

insolvency, or makes an assignment for the benefit of creditors; or
 (g) causes any act, whatsoever, not to carry on the Work in an acceptable manner.

9.2 In the Event of Default, the Town may, upon seven (7) days written notice:

- (a) terminate the services of Contractor;
- (b) exclude Contractor from the Project site;
- (c) provide for alternate prosecution of the Work;
- (d) appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable; and
- (e) finish the Work by whatever methods it may deem expedient.

In the event of an Event of Default, the Contractor shall not be entitled to receive any further payment, from the time notice of termination is sent, until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Contract as described hereunder for default, then the Contract shall automatically be deemed terminated by Town for convenience as described below.

9.3 This Contract may be terminated by the Town for convenience, or for any reason, upon seven (7) calendar days' written notice to the Contractor, in the sole discretion of the Town, including, but not limited to, if the Town has determined that such cancellation will be in the best interest of the Town for its own convenience or funding is not available, appropriated, or budgeted.

In the event the Contract is terminated for convenience, then the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations, and will be paid for Work performed to the satisfaction of the Town as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the Contract. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9.4 If an Event of Default, or any default of any other material term in this Contract, by the Contractor, then the Contractor shall also be liable for all damages caused by its default which damages may include, but not be limited to, any and all costs incurred by the Town in completing the Project, Liquidated Damages as set forth in this Contract, damages arising out of the Contractor's failure to adhere to the Contract requirements, and all attorney's fees and costs incurred by the Town in seeking legal relief for the default.

9.5 The rights and remedies of the Town herein shall be cumulative and not mutually exclusive, and the Town may resort to any one or more or all of said remedies without exclusion of any other. No party other than the Town, whether the Contractor, a material man, laborer,

subcontractor, or supplier, shall have any interest in the funds withheld because of a default herein, and shall not have any right to garnish or require or compel that payment thereof be applied toward the discharge or satisfaction of any claim or lien which any of them may have.

ARTICLE 10 **ASSIGNMENT**

- 10.1 Neither party shall assign the Contract, any portion of the Work, or any sub-contract, in whole or in part, without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town.

ARTICLE 11 **CONTRACTOR REQUIREMENTS**

- 11.1 **Contractor to Check Plans, Specifications, and Data.** Contractor shall verify all dimensions, quantities, and details shown on the Plans, Specifications or other data received from the Town's Project Engineer, and shall notify the Town's Project Engineer in writing of all errors, omissions, and discrepancies found therein within three (3) calendar days of discovery and Town's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the Town's Project Engineer, will be done at the Contractor's sole risk.

11.2 **Contractor's Responsibility for Damages and Accidents.**

11.2.1 Contractor shall be responsible for promptly notifying the Town of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by Contractor pursuant to this Contract, or the improper or negligent activities of the Contractor.

11.2.2 Contractor shall accept full responsibility for, and insure, the Work against all loss, or damage, of any nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause.

11.2.3 Contractor shall be responsible for all materials, equipment, and supplies pertaining to the Project. In the event any such materials, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

11.3 **Defective Work/Guarantee.**

11.3.1 The Town shall have the authority to monitor the Work and Contractor's contracting terms with subcontractors, but such right shall not give right to a duty or obligation to such monitoring.

The Town shall have the authority to reject or disprove of Work, which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

- 11.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Town's Project Engineer, the Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, the Town may declare Contractor in default.
- 11.3.3 Contractor shall unconditionally guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.
- 11.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.
- 11.4 **Legal Restrictions and Traffic Provisions.** Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations pursuant to all necessary permits from applicable jurisdictions. Contractor shall not interfere with, or close, any thoroughfare, without the written consent of the Town or governing jurisdiction.
- 11.5 **Examination and Retention of Contractor's Records.**
- 11.5.1 Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law). Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of final payment for all Work performed pursuant to this Contract. The Town or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

- 11.5.2 Contractor agrees to include in first-tier subcontracts under this Contract a clause substantially the same as subparagraph 11.5.1 above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- 11.5.3 The right to access and examination of records in subparagraph 11.5.1 shall continue until disposition of any mediation, claims, litigation or appeals.
- 11.6 **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, and in accordance with the requirements of the Contract Documents, the Contractor shall be granted an extension of time and suspension of Liquidated Damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference, or hindrance be caused by the Town, for a continuous period or cumulative period of forty-five (45) days, the Contractor may terminate the Contract upon twenty (20) days written notice to the Town.
- 11.7 **Clean Conditions. Safe Site.** Contractor shall, at all times, at its expense, keep the Project sites in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by the Town at Contractor's expense.
- 11.8 **Taxes and Fees.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to the Work under this Agreement. The pricing and any agreed variations thereof shall include all taxes imposed by law at the time of this Agreement. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

Notwithstanding anything contained in the Contract Documents to the contrary, the Town may exercise its right to implement an owner direct purchase program whereby the Town will directly purchase equipment or materials for the Work. Under an owner direct purchase program, Contractor shall work with the Town to identify materials and equipment for purchase by the Town. Contractor will receive, unload, properly store, and provide insurance consistent with the requirements of this Agreement and applicable law and regulations for all equipment and materials purchased under an owner direct purchase

program. The Contract Price shall be reduced as appropriate by the value of the purchase order(s), plus the applicable sales tax, issued by the Town under any owner direct purchase program.

- 11.9 **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

- 11.10 **Independent Contractor.** The Contractor is an independent contractor pursuant to this Contract. This Contract does not create any partnership or joint venture between the Town and Contractor. Work performed or provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to Work rendered under the Contract shall be those of the Contractor.

- 11.11 **DBE Contract Assurance.**

11.11.1 Town affirms it has encouraged women-owned, minority owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

11.11.2 Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Town deems appropriate.

- 11.12 **Scrutinized Companies.**

11.12.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

11.12.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Tow may immediately terminate this Agreement

at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- 11.12.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 11.12.14. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 12

MISCELLANEOUS

- 12.1 **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper and exclusively in Miami-Dade County, Florida.

- 12.2 **Public Records Law.**

- 12.2.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 12.2.2 Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 12.2.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 12.2.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been

delivered 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 records disclosure requirements.

- 12.2.5 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 12.2.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

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.

Custodian of Records: Debra E. Eastman, MMC
Town Clerk

Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189

Telephone number: (305) 234-4262

Email: Deastman@cutlerbay-fl.gov

12.3 Notices.

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Cutler Bay
Town Manager
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

With a copy to: Town Attorney, Town of Cutler Bay
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd.
Coral Gables, Florida 33134

For the Contractor: _____

- 12.3 **Prevailing Party; Attorneys' Fees.** In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover any and all reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.
- 12.4 **Entire Agreement. All Prior Agreements Superseded.** This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 12.5 **Amendment.** The Contract may only be amended in writing executed by both Parties.
- 12.6 **Town Authorization Resolution.** The Town Resolution authorizing the award of this Contract and the Town solicitation which Contractor submitted bid pursuant to (collectively, "**Town Authorization**") are incorporated by reference. To the extent of any conflict between the Town Resolution and the Contract Documents when interpreting the intent of this Contract, whichever provision is strictest will control. To the extent of any conflict between the Town Authorization, the Town Resolution will control.
- 12.7 **Counterparts.** This Contract may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Contract will constitute an original document and all executed counterparts, together, will constitute the same Agreement.
- 12.8 **Severability.** If any term or provision of this Contract or the Contract Documents shall be held or deemed invalid or unenforceable by the courts or otherwise, illegal or in conflict with any law of the State, the validity of the remaining terms or provisions of this Contract or the Contract Documents shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 12.9 **Meanings and Definitions.** Capitalized words shall have the meaning as assigned herein or as defined in the General Conditions, attached hereto as Exhibit "B."
- 12.10 **WAIVER OF JURY TRIAL.** TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THIS CONTRACT, ARISING OUT OF, UNDER, OR

IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: TOWN OF CUTLER BAY, FLORIDA, signing by and through its Town Manager, and _____ (Contractor) signing by and through _____, duly authorized to execute same.

ATTEST:

TOWN OF CUTLER BAY, FLORIDA,
A Florida municipal corporation

By: _____
Debra E. Eastman, MMC
Town Clerk

By: _____
Rafael G. Casals, ICMA-CM, CFM
Town Manager

Date Executed: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Resolution No.: _____

By: _____
WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
Town Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

ATTEST:

By: *Laura Sanyal*
(Secretary)

(Corporate Seal)

CONTRACTOR:

By: *Paul Gonzalez*
(Signature and Title)

President

Paul Gonzalez
(Type Name/Title signed above)

This _____ day of _____, 20____.

END OF SECTION

ITB #18-07

TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS

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