

RESOLUTION C-1611

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA SELECTING AND AWARDING THE BID OF MIGUEL LOPEZ JR., INC. FOR THE N.W. 114 WAY (SW 0130) DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING THE TOWN MAYOR TO ENTER INTO A CONTRACT FOR CONSTRUCTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Medley (the “Town”) issued Invitation to Bid (“ITB”) No. 2018-004 in order to solicit bids through a competitive procurement process for the Town of Medley N.W. 114 Way Drainage Improvements Project consisting of drainage and associated pavement restoration along N.W. 114 Way just west of N.W. 97th Avenue (the “Project”); and

WHEREAS, Miguel Lopez, Jr., Inc. (“Contractor”) submitted the lowest, responsive and responsible bid in response to the ITB, and after review of the bids submitted and recommendation of award, the Town wishes to select the bid of the Contractor and award the Project; and

WHEREAS, the Town Council wishes to authorize the Town Mayor to execute the Contract for Construction with the Contractor for the Project, substantially in the form attached hereto as Exhibit “A”; and

WHEREAS, the Town Council finds that the award of the Project to Contractor and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Selection of Contractor and Award of Contract. The Town Council hereby selects the Bid of the Contractor, Miguel Lopez, Jr., Inc., and awards the Contract to perform the Project, based on the contract price included in the Contractor's bid in the amount of \$104,189.35.

Section 3. Town Mayor Authorized to Execute Contract. The Town Mayor is hereby authorized to execute the Contract for Construction with the Contractor, substantially in the form attached hereto as Exhibit "A", together with such changes as may be acceptable to the Town Mayor and approved as to form and legality by the Town Attorney.

Section 4. Implementation. That the Town Mayor and Town Officials are hereby authorized to take any and all action which is necessary to implement the Project, the Contract for Construction and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 7th day of May, 2018.




ROBERTO MARTELL, MAYOR

ATTEST:



HERLINA TABOADA, TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.,
TOWN ATTORNEY

SUMMARY OF THE VOTE

Mayor Roberto Martell	<u>yes</u>
Vice-Mayor Ivan Pacheco	<u>yes</u>
Councilperson Edgar Ayala	<u>yes</u>
Councilperson Griselia DiGiacomo	<u>yes</u>
Councilperson Jack Morrow	<u>yes</u>

Town of Medley
 SW-0130 - NW 114 Way Drainage Improvement
 Bid No. 2018-001
 Bid Opening Date: March 29, 2018 at 3:00 PM
 Project funded by CIP



BID TABULATION & EVALUATION REPORT
 Summary of Bid Proposals Received

Item No.	Description of Work	Rank:	Apparent Low Bidder		2		3		4		Engineer's Opinion of Probable Cost			
			BIDDER: >>>	MIGUEL LOPEZ JR., INC. Pembroke Pines, Florida	METRO EXPRESS, INC. Medley, Florida		WILLIAMS PAVING CO., INC. Miami, Florida		V ENGINEERING & CONSULTING CORP. Miami, Florida					
					Quantity	Unit	Unit Price	Bid Amount	Unit Price	Bid Amount		Unit Price	Bid Amount	Unit Price
	DEMOLITION													
101-1	101-1 Mobilization (including permits other than Town of Medley permit fees)		1	L.S.	\$ 2,430.00	\$ 2,430.00	\$ 2,500.00	\$ 2,500.00	\$ 6,550.72	\$ 6,550.72	\$ 6,000.00	\$ 6,000.00		
102-1	102-1 Maintenance of Traffic (Excluding cost of off-duty police officers)		1	L.S.	\$ 1,012.50	\$ 1,012.50	\$ 1,500.00	\$ 1,500.00	\$ 1,168.31	\$ 1,168.31	\$ 3,500.00	\$ 3,500.00		
110-1-1	110-1-1 Clearing, Grubbing, and Removal (including cost control)		1	L.S.	\$ 2,700.00	\$ 2,700.00	\$ 1,000.00	\$ 1,000.00	\$ 3,273.90	\$ 3,273.90	\$ 4,500.00	\$ 4,500.00		
110-4	110-4 Removal and Disposal of Existing Asphalt Concrete		74	S.Y.	\$ 2.78	\$ 203.50	\$ 3.00	\$ 222.00	\$ 8.64	\$ 639.36	\$ 740.00	\$ 6.00	\$ 444.00	
	Subtotal:				\$ 6,346.00	\$ 6,346.00	\$ 5,222.00	\$ 5,222.00	\$ 11,632.29	\$ 11,632.29	\$ 14,540.00	\$ 14,444.00		
	PAVING, GRADING AND DRAINAGE													
120-1	120-1 Regular Excavation		215	C.Y.	\$ 11.30	\$ 2,429.50	\$ 3.00	\$ 645.00	\$ 25.56	\$ 5,495.40	\$ 1,935.00	\$ 4.78	\$ 1,027.70	
160-4	160-4 Type "B" Stabilization (12")		74	S.Y.	\$ 9.13	\$ 675.62	\$ 21.00	\$ 1,554.00	\$ 14.34	\$ 1,061.16	\$ 10.00	\$ 740.00	\$ 5.00	\$ 370.00
210-1-1	210-1-1 8" Limerock Base		74	S.Y.	\$ 6.57	\$ 485.18	\$ 20.00	\$ 1,480.00	\$ 36.97	\$ 2,735.78	\$ 23.00	\$ 1,702.00	\$ 13.00	\$ 962.00
TOM-100-1	TOM-100-1 Asphalt Removal (2")		74	S.Y.	\$ 32.84	\$ 2,430.16	\$ 2.00	\$ 148.00	\$ 8.97	\$ 654.18	\$ 6.00	\$ 444.00	\$ 6.00	\$ 444.00
334-1-1	334-1-1 Asphalt Concrete Pavement Type SP 9.5 (1" Thick)		5	TON	\$ 297.00	\$ 1,485.00	\$ 130.00	\$ 650.00	\$ 353.14	\$ 1,765.70	\$ 175.00	\$ 875.00	\$ 105.00	\$ 525.00
425-1-521	425-1-521 Inlet Curb Type "C" - USF 6210		1	EA.	\$ 4,320.00	\$ 4,320.00	\$ 4,500.00	\$ 4,500.00	\$ 7,086.78	\$ 7,086.78	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOM-235-3	TOM-235-3 Pollution Retardant Barriers		2	EA.	\$ 202.50	\$ 405.00	\$ 450.00	\$ 900.00	\$ 312.52	\$ 625.04	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
430-175-118	430-175-118 Solid Pipe - H.D.P.E. - 18" (including cost of trench restoration to match existing conditions or better)		50	L.F.	\$ 90.00	\$ 4,500.00	\$ 98.00	\$ 4,900.00	\$ 125.27	\$ 6,263.50	\$ 85.00	\$ 4,250.00	\$ 58.62	\$ 2,931.00
443-70-3	443-70-3 Exfiltration Trench - H.D.P.E. - 18" (including cost of trench restoration to match existing conditions or better)		213	L.F.	\$ 26.58	\$ 5,661.54	\$ 102.00	\$ 21,726.00	\$ 129.09	\$ 27,496.17	\$ 150.00	\$ 31,950.00	\$ 110.43	\$ 23,521.59
250-1-10	250-1-10 Concrete Curb & Gutter Type "F"		26	L.F.	\$ 98.65	\$ 2,565.00	\$ 25.00	\$ 650.00	\$ 51.19	\$ 1,330.94	\$ 50.00	\$ 1,500.00	\$ 19.00	\$ 494.00
TOM-253	TOM-253 Pollution Retardant Barriers		1	EA.	\$ 337.50	\$ 337.50	\$ 450.00	\$ 450.00	\$ 312.62	\$ 312.62	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
430-175-118	430-175-118 Solid Pipe 18" diameter H.D.P.E.		27	L.F.	\$ 26.00	\$ 702.00	\$ 98.00	\$ 2,646.00	\$ 113.59	\$ 3,066.93	\$ 60.00	\$ 1,620.00	\$ 58.62	\$ 1,582.74
443-70-3	443-70-3 Exfiltration Drain (18" perforated pipe)		211	L.F.	\$ 202.50	\$ 42,727.50	\$ 102.00	\$ 21,522.00	\$ 34.29	\$ 7,335.19	\$ 75.00	\$ 15,825.00	\$ 140.00	\$ 29,540.00
575-1-4	575-1-4 Sodding (including watering as required)		570	S.Y.	\$ 4.50	\$ 2,565.00	\$ 7.50	\$ 4,275.00	\$ 5.99	\$ 3,414.30	\$ 3.00	\$ 1,710.00	\$ 2.25	\$ 1,282.50
575-1-4	575-1-4 Sodding (including watering as required) Additional Location-NW 115 Way		1,978	S.Y.	\$ 4.50	\$ 8,901.00	\$ 7.50	\$ 14,835.00	\$ 5.82	\$ 11,116.36	\$ 3.00	\$ 5,934.00	\$ 2.25	\$ 4,450.50
	Subtotal:				\$ 78,163.90	\$ 78,163.90	\$ 80,881.00	\$ 80,881.00	\$ 79,639.95	\$ 79,639.95	\$ 74,785.00	\$ 73,031.03		
	PAVING MARKING AND SIGNAGE													
700-1-10	700-1-10 Retro-Reflective Pavement Marker (Yellow/Yellow)		1	EA.	\$ 486.00	\$ 486.00	\$ 450.00	\$ 450.00	\$ 584.16	\$ 584.16	\$ 479.82	\$ 300.00	\$ 300.00	
711-14-125	711-14-125 6" White (Thermoplastic)		49	L.F.	\$ 13.50	\$ 661.50	\$ 10.00	\$ 490.00	\$ 11.68	\$ 572.32	\$ 23.00	\$ 1,127.00	\$ 3.00	\$ 147.00
711-16-201	711-16-201 18" White (Thermoplastic)		75	L.F.	\$ 13.50	\$ 1,012.50	\$ 8.00	\$ 600.00	\$ 8.18	\$ 613.50	\$ 10.00	\$ 750.00	\$ 2.30	\$ 172.50
	Subtotal:				\$ 2,160.00	\$ 2,160.00	\$ 1,540.00	\$ 1,540.00	\$ 1,769.98	\$ 1,769.98	\$ 2,356.82	\$ 618.50	\$ 618.50	

Town of Medley
 SW-0130 - NW 114 Way Drainage Improvement
 Medley Bid No. 2018-004
 Bid Opening Date: March 29, 2018 at 3:00 PM
 Project funded by CJP



BID TABULATION & EVALUATION REPORT

Summary of Bid Proposals Received

Item No.	Description of Work	Rank:		Apparent Low Bidder		2		3		4		Engineer's Opinion of Probable Cost	
		BIDDER: >>>	Unit	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Amount
BID NO. 2018-001													
PROJECT CLOSE-OUT													
TOM-712	AS-Built (Entire Project)	1	L.S.	\$ 4,725.00	\$ 4,725.00	\$ 3,800.00	\$ 3,800.00	\$ 1,168.31	\$ 1,168.31	\$ 3,000.00	\$ 3,000.00	\$ 2,250.00	\$ 2,250.00
TOM-713	Utility Verification Prior to Construction of Drainage Structures	1	L.S.	\$ 1,012.50	\$ 1,012.50	\$ 1,000.00	\$ 1,000.00	\$ 1,658.50	\$ 1,658.50	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	Subtotal:			\$ 5,737.50	\$ 5,737.50	\$ 4,800.00	\$ 4,800.00	\$ 2,826.81	\$ 2,826.81	\$ 4,000.00	\$ 4,000.00	\$ 3,250.00	\$ 3,250.00
	Subtotal Amount:			\$ 92,443.00	\$ 92,443.00	\$ 92,443.00	\$ 92,443.00	\$ 95,689.03	\$ 95,689.03	\$ 95,681.82	\$ 95,681.82	\$ 92,144.53	\$ 92,144.53
	Bond & Insurance			\$ 2,310.19	\$ 2,310.19	\$ 4,100.00	\$ 4,100.00	\$ 1,956.51	\$ 1,956.51	\$ 2,500.00	\$ 2,500.00	\$ 1,842.09	\$ 1,842.09
	TOTAL PROJECT COST:			\$ 94,717.59	\$ 94,717.59	\$ 96,543.00	\$ 96,543.00	\$ 97,625.54	\$ 97,625.54	\$ 98,181.82	\$ 98,181.82	\$ 93,987.42	\$ 93,987.42
	A. Subtotal (NW 114th Way DRAINAGE IMPROVEMENTS)			\$ 94,717.59	\$ 94,717.59	\$ 96,543.00	\$ 96,543.00	\$ 97,625.54	\$ 97,625.54	\$ 98,181.82	\$ 98,181.82	\$ 93,987.42	\$ 93,987.42
	B. 10% Contingency Allowance (10% of A)			\$ 9,471.76	\$ 9,471.76	\$ 9,654.30	\$ 9,654.30	\$ 9,782.55	\$ 9,782.55	\$ 9,818.18	\$ 9,818.18	\$ 9,388.74	\$ 9,388.74
	Grand Total (Add A+B)			\$104,189.34	\$104,189.34	\$106,197.30	\$106,197.30	\$107,608.09	\$107,608.09	\$108,000.00	\$108,000.00	\$103,386.16	\$103,386.16
	SUBMITTED BID AMOUNT (AS WRITTEN):			\$104,189.35	\$104,189.35	\$106,197.30	\$106,197.30	\$107,608.09	\$107,608.09	\$108,000.00	\$108,000.00	\$103,386.16	\$103,386.16
	Discrepancy:			-\$0.01	-\$0.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

OTHER BIDS RECEIVED	
Rank	BIDDER'S NAME / Location
5	MARKDAN INC. / Miami, FL
6	JVA ENGINEERING CONTRACTOR, INC. / Miami, FL
7	QUALITY PAVING CORP. / Miami, FL
8	RAM-TECH CONSTRUCTION / Miami, FL

CERTIFICATION:

I hereby certify to the Town of Medley and to the Florida Department of Environmental Protection that this Bid Tabulation and Evaluation is a true representation and summary of the Bids opened on March 29, 2018 for Town of Medley Bid No. 2018-004, NW 114 Way Drainage Improvement.

[Signature]
 Mark E. Tomczyk, PE

4-13-18

Town of Medley
 Capital Projects and Economic Development
 May 2, 2018

SW-0130	NW 114 Way & NW 115 Way Street & Drainage Improv.	From the FEC RR to NW S River Drive including a segment of NW 97 Ave.	0.50	This project is located within the proposed Medley 114-115 Assessment District						
FS-1	Adopted FY-18 SWU EF		TBA	\$100,000						
FS-2	Infrastructure Assessment Funding	Pending	Finance # TBA	\$0						
FS-3	Adopted FY-18 SWU EF		TBA	\$0						
FS-4	Reprogrammed FY-18 SWU EF	Transfer from SW-0119 (FS-2)	TBA	\$100,000						
				Total Funding:						
				\$200,000						
0130.02-1	Professional CE Services	Planning & Conceptual Engineering (PACE)	SRS Engineering	FS-1	SW0130.02	TBA	Reso C-XXX	(\$59,237)	\$140,763	Council on 12/4/17
0130.11-1	Professional CE Services	Limited CEI	SRS Engineering	FS-1	SW0130.11	TBA	Pending	C-357, CCNA	\$119,576	WO in progress
0130.12-1	Construction Phase	Agreement 2018-004	Miguel Lopez Jr Inc.	FS-2	Agreement 2018-003	TBA	Pending	Pending Reso	\$36,574	Pending
									\$0	Pending
									\$0	Pending
									\$36,574	
									\$36,574	
									Fund Balance	\$36,574

PROJECT FUNDING PLAN

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (the "Contract") is dated as of the _____ day of _____ 2018 by and between **TOWN OF MEDLEY, FLORIDA**, a Florida municipal corporation (hereinafter called the "TOWN") and **MIGUEL LOPEZ JR., INC.**, a Florida corporation (hereinafter called **CONTRACTOR**), with its principal place of business at 21005 Taft Street, Pembroke Pines, Florida 33029.

TOWN and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WHEREAS, in response to the Town's Invitation to Bid (ITB 2018-004) for NW 114th Way Drainage Improvements Project (Project No. SW-0130), Contractor submitted a bid for the Work (as hereinafter described), which Bid is incorporated herein by reference and made a part hereof, and includes Unit Pricing for the Work; and

WHEREAS, the Contractor submitted the lowest responsive and responsible bid in response to the ITB, and was selected and awarded this Contract for performance of the Work.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **TOWN** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.1 Project/Work. **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the Work required by the Contract Documents for:

NW 114TH WAY DRAINAGE IMPROVEMENTS (Project SW-0130)

The Contractor must furnish all supervision, labor, materials, tools, equipment, and perform all operations required to construct the Town of Medley Capital Improvements in accordance with the Contract Documents and as described in the Construction Plans.

Work includes, but is not limited to, the drainage construction and associated pavement restoration along NW 114th Way just west NW 97th Ave.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordination with all impacted utility owners; and complying with the requirements of Miami-Dade County.

Article 2. TOWN'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1. It is understood that the TOWN will designate a representative for the Work. The TOWN'S **REPRESENTATIVE** referred to in any of the Contract Documents designated herein is: **SRS Engineering, Inc.**

2.2 The TOWN'S **ARCHITECT** referred to in any of the Contract Documents designated herein is: **Not Applicable**

2.3 The TOWN's **ENGINEER** referred to in any of the Contract Documents designated herein is: **SRS Engineering Inc. (Engineer of Record)**

Article 3. TERM

3.1 **Contract Times.** The Work shall be Substantially Complete within One Hundred and Fifty (150) calendar days after the date specified in the Notice to Proceed and achieve Final Completion completed and ready for final payment in accordance with the Contract Documents within One Hundred and Eighty (180) calendar days after the date specified in the Notice to Proceed. Failure to achieve timely Final Completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Section XII(3) of the General Conditions.

3.2. **Term.** The term of the Contract shall be from the date of execution through the date of final payment unless terminated earlier pursuant to the General Conditions or otherwise indicated in the Contract Documents.

3.3 **Survival of Obligations.** Any obligations by the Contractor, including but not limited to Document 00700, Article 12, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4. **Liquidated Damages.** TOWN and CONTRACTOR recognize that time is of the essence in this Contract and that the TOWN will suffer financial loss if the Work is not completed within the Contract Time specified in Section 3.1 for the Work, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by TOWN if the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay TOWN Three Hundred Dollars (\$300.00) for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by TOWN, CONTRACTOR shall pay TOWN Three Hundred Dollars (\$300.00) for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

3.5. Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any other liquidated damages, all actual additional costs incurred by the TOWN for professional services will be the responsibility of the CONTRACTOR.

3.6. Monies due to the TOWN under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged, the CONTRACTOR shall be liable for said amount.

Article 4. CONTRACT SUM

4.1 The TOWN shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One Hundred Four Thousand One Hundred Eight Nine & 35/100 Dollars (\$104,189.35). TOWN shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Sections 4.1.1 below:

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Section 4.1.1, and in accordance with the Contractor's Bid Proposal incorporated herein and made a part hereof. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2. The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Sum and have been computed in accordance with the Contract Documents.

Article 5. PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by TOWN as provided in the General Conditions.

5.2 **Progress Payments, Retainage.** TOWN shall make progress payments, deducting the amount from the Contract Sum above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the TOWN'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall not be made until the CONTRACTOR delivers to the TOWN complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the TOWN, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for Work completed to date.

5.3. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Town until the Work is totally completed as specified and accepted by the Town. After fifty percent (50%) of the Work has been completed, the Town may reduce the retainage to five percent (5%) of all monies earned.

5.3.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as TOWN'S REPRESENTATIVE shall determine, or TOWN may withhold, in accordance with the General Conditions.

5.4. The payment of any Application for Payment by TOWN, including the Final Request, does not constitute approval or Acceptance by TOWN of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of TOWN'S rights hereunder or at law or in equity.

5.5. The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the TOWN complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the TOWN, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to TOWN to defend and indemnify TOWN and any other property owner, person or entity TOWN may be required to indemnify against any lien or claim.

5.6. Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, TOWN shall pay the remainder of the Contract Sum and any retainage as recommended by the TOWN'S REPRESENTATIVE.

5.7 The Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with properly executed releases of liens by all Sub-Contractors, suppliers and material men who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the CEI or Contract Documents. Each requisition shall be submitted in triplicate to the CEI for approval. The Town shall make payment to the Contractor within thirty (30) days after approval by the CEI of the Contractor's requisition for payment,

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

5.8.1 Defective Work not remedied.

5.8.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.

5.8.3 Failure of the Contractor to make payment to Sub-Contractors or suppliers for materials or labor.

5.8.4 Damage to another Contractor not remedied.

5.8.5 Liability for liquidated damages has been incurred by the Contractor.

5.8.6 Reasonable evidence that the Work cannot be completed for the

unpaid balance of the Contract Sum.

5.8.7 Reasonable evidence that the Work will not be completed within the Contract Time.

5.8.8 Persistent failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the Contractor provides a Surety Bond or consent of surety satisfactory to the Town which will protect the Town in the amount withheld, payment maybe made in whole or in part.

Article 6. INSURANCE/INDEMNIFICATION.

6.1. Insurance. The **CONTRACTOR** shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the **TOWN** against hazards or risks of loss as specified in the General Conditions and the Contract Documents.

6.2. Indemnification. The **CONTRACTOR** shall indemnify, defend and hold harmless the **TOWN**, their officials, agents, employees, and volunteers as set forth in General Conditions and the Contract Documents.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce **TOWN** to enter into this Contract, **CONTRACTOR** makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

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

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. **CONTRACTOR** acknowledges that **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 facilities at or contiguous to the site. **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) at or contiguous 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 Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. The **CONTRACTOR** is aware of the general nature of Work to be performed by **TOWN** and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. The **CONTRACTOR** has correlated the information known to **CONTRACTOR**, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. The **CONTRACTOR** has given the **TOWN'S REPRESENTATIVE** written notice of all conflicts, errors, ambiguities or discrepancies that **CONTRACTOR** has discovered in the Contract Documents and the written resolution thereof by the **TOWN'S REPRESENTATIVE** 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.

7.8. The **CONTRACTOR** warrants the following:

7.8.1. Anti-Discrimination: The **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 to abide by all federal and state laws regarding non-discrimination.

7.8.2. Anti-Kickback: The **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.

7.8.3. Licensing and Permits: The **CONTRACTOR** warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or **TOWN**.

7.8.4. Public Entity Crime Statement: The **CONTRACTOR** warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in the Instructions to Bidders.

7.8.5 Compliance with Applicable Laws. The **CONTRACTOR** warrants that **CONTRACTOR** is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. The **CONTRACTOR** warrants and agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

Article 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

- 8.1.1 Change Orders.
- 8.1.2 Field Orders.
- 8.1.3 Contract for Construction.
- 8.1.4 Exhibits to this Contract.
- 8.1.5 General Conditions.
- 8.1.7 Technical Specifications.
- 8.1.9. Construction Plans or Drawings consisting of a cover sheet and sheets numbered _____ to _____ with each sheet bearing the following general title: _____.
- 8.1.10. Bid Documents/Project Manual, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.
- 8.1.11. Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.1.12. The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.13. There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.
- 8.1.14. 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.

- 8.1.15. The General Conditions discuss the bond and surety requirements of the TOWN. This Contract requires bonds, which must be required before the commencement of any Work.

Article 9. DEFAULT AND TERMINATION

Events of Default by the parties and termination rights shall be in accordance with Section XIV (11 and 12) of the General Conditions.

Article 10. MISCELLANEOUS.

10.1. Terms used in this Contract which are defined in the other Contract Documents shall have the meanings indicated in the Contract Documents and shall apply to this Contract.

10.2. Except as otherwise provided in the Contract Documents with respect to Subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3. TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4. Severability: Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

10.5. Remedies: If and when any default of this Contract occurs, the TOWN may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the TOWN. Nothing contained in this Contract shall limit the TOWN from pursuing any legal or equitable remedies that may apply.

10.6. Access to Public Records: The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The TOWN shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

10.7. Inspection and Audit: During the term of this Contract and for five (5) years from the date of Termination, the CONTRACTOR shall allow TOWN representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the

TOWN determines the **CONTRACTOR** was paid for services not performed, upon receipt of written demand by the **TOWN**, the **CONTRACTOR** shall remit such payments to the **TOWN**.

10.8. Counterparts: This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

10.9. Notices: Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

Miguel Lopez Jr., Inc.
21005 Taft Street
Pembroke Pines, Florida 33029
Attn: Miguel Lopez, Jr.

FOR TOWN:

Town of Medley

7777 N.W. 72nd Avenue

Medley, Florida 33166

ATTN: TOWN Mayor

WITH COPY TO:

Lillian M. Arango, Esq.

Weiss Serota Helfman Cole & Bierman, P.L.

2525 Ponce de Leon Blvd., Suite 700

Coral Gables, Florida 33134

10.10. Waiver Of Jury Trial And Venue: The **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 the 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. This Contract shall be construed in accordance with and governed by the laws of the State of Florida and venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

10.11. Attorneys' Fees; Prevailing Party: If either the **TOWN** or **CONTRACTOR** is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

9.12. Amendments: This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form approved by the Town.

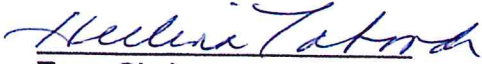
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: **TOWN OF MEDLEY, FLORIDA**, signing by and

through its Mayor, authorized to execute same by Council action on the ___ day of _____, 2018, and by MIGUEL LOPEZ JR., INC., a Florida corporation (**Contractor**), signing by and through its **President**, duly authorized to execute same.

TOWN:

TOWN OF MEDLEY, FLORIDA, a Florida municipal corporation

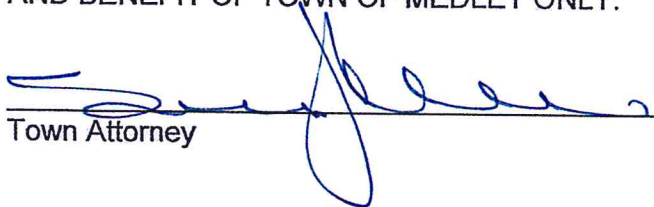
ATTEST :


Town Clerk


Roberto Martell, Mayor

Executed: 5-8, 2018.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF TOWN OF MEDLEY ONLY:


Town Attorney

CONTRACTOR:

MIGUEL LOPEZ JR., INC., a Florida corporation

WITNESS

By: _____

By: Miguel Lopez Jr., as President

(Signature and Title)

(Corporate Seal)

(Type Name/Title signed above)

Executed: ___ of _____, 2018.

() In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.*

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am of the _____
_____, and that _____, who signed the Bid with the TOWN OF MEDLEY,
FLORIDA for _____, is _____ of said Corporation with full
authority to sign said Bid on behalf of the Corporation.

Signed and sealed this ____ day of _____, 2018.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2018.

My Commission Expires:

Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, _____, certify that I am the _____ of _____, who signed the Bid with Town of Medley, Florida Miami-Dade County, Florida, for the project titled NW 114TH WAY (SW-0130) DRAINAGE IMPROVEMENTS, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

Signed and sealed this ____ day of _____, 2018.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2018.

My Commission Expires:

Notary Public