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RESOLUTION NO. 2011-42

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**A RESOLUTION OF THE VILLAGE COMMISSION
OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,
RATIFYING THE SELECTION OF MAGNA
CONSTRUCTION, INC., AS THE SELECTED
CONTRACTOR FOR A LIMITED SCOPE
STORMWATER DRAINAGE PROJECT LOCATED AT
924 NE 109TH ST; PROVIDING FOR AN EFFECTIVE
DATE**

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WHEREAS, in October 2010, the Village administration of the Village of Biscayne Park issued a bid proposal relating to the Village's Stormwater drainage plan, Phase III; and

WHEREAS, Magna Construction, Inc. (hereinafter referred to as "Contractor") was identified as the responsive low bidder and awarded the work; and

WHEREAS, nearing completion of the project, a specific area located at 924 NE 109th street which is in close proximity to the original Stormwater project, was identified by the Village Administration as needing drainage repair on July 22nd, 2011; and,

WHEREAS, the Phase III project was completed under the appropriated budget provided by the state; and,

WHEREAS, the Village has a remaining balance of approximately \$117,000 in its Stormwater appropriated budget from the State of Florida; and,

WHEREAS, the State advised on July 21, 2011 that the deadline for utilization of state funding for any Stormwater and drainage related projects was on July 31st, 2011, or the funds would be at risk for recapture; and,

WHEREAS, the Village Administration was already aware of the recapture of Stormwater funds from several other municipalities; and,

WHEREAS, the State deadline expiration would provide the State the opportunity to confiscate unappropriated stormwater funds; and,

WHEREAS, due to the exigency of the time deadline, to ensure that the Village expended the appropriated State funds prior to the July 31st, and prior to any recapture, the Village Administration sought to continue the stormwater repair needed in the Village; and,

WHEREAS, based on the fact that the Contractor was still partially mobilized in the area, and that they were the responsive low bidder on the Village's Stormwater Phase III project, and that they completed the project successfully and on schedule, the Village requested that the Contractor provide their pricing for the newly identified area; and

WHEREAS, the Contractor provided a quote of \$9,800.00 for the added project and provided the pricing detail from the City of Aventura's Maintenance and Repair for City Roads and Streets; and

WHEREAS, the Contractor also advised that the pricing provided was the same pricing used in the contract he had been awarded by the City of Aventura's Maintenance and Repair for City Roads and Streets; and,

1 WHEREAS, the Village Administration moved forward with selecting the Contractor to
2 complete the work due to the possible loss of the state funds by the July 31, 2011 deadline; and,
3

4 WHEREAS, the Village Administration is requesting the Village Commission to ratify
5 the Administration's decision, based upon the time exigencies relating to the State's July 31, 2011
6 deadline (a decision of the Administration made in less than a 10 day period from procurement to
7 completion of construction); and,
8

9 WHEREAS, the Village Administration and Finance Director, due to the exigent
10 deadlines and possible loss of funds recommends ratification of the Administrative action to
11 proceed with the stormwater repair near 924 NE 109th.
12

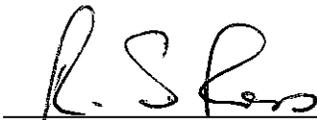
13
14 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
15 VILLAGE OF BISCAZYNE PARK, FLORIDA
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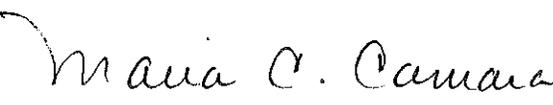
18 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true
19 and correct and hereby made a specific part of this Resolution upon adoption hereof.
20

21 **Section 2.** The Village Commission of the Village of Biscayne Park hereby ratifies the
22 selection of Magna Construction, Inc. as the selected contractor that completed the drainage
23 improvement project at 924 NE 109th street, at a total cost of \$9,800.00 due to the time and
24 funding exigencies identified above. The Administration has subsequently confirmed that the
25 pricing by Magna is consistent with the pricing provided by Magna under the awarded City of
26 Aventura Maintenance and Repair for City Roads and Streets contract. The original quote from
27 Magna Construction, Inc., and the City of Aventura's Maintenance and Repair for City Roads
28 and Streets contract with Magna Construction, Inc., in substantial form, are attached and
29 incorporated by reference into this resolution as composite exhibit 1.
30

31 **Section 3.** The Village Commission, pursuant to Sec. 2-139, of the Village's Code of Ordinances,
32 entitled "Waiver of competitive bidding procedures", by majority vote, waives and ratifies the
33 waiver by Administration of the competitive bidding procedures. The Village Commission
34 having received the recommendation of the Finance Director that it is in the best interest to do
35 so, to obtain goods and services due to insufficient time, the nature of the goods or services and
36 other factors.
37

38 PASSED AND ADOPTED this 20th day of September, 2011.

39
40 
41
42 _____
43 Rokanna Ross, Mayor
44

45 Attest:
46
47 
48 _____
49 Maria Camara, Village Clerk

**The foregoing resolution upon being
put to a vote, the vote was as follows:**

- Mayor Ross: Yes
- Vice Mayor Anderson: Yes
- Commissioner Bernard: No
- Commission Childress: Yes
- Commissioner Cooper: No

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Approved as to form:



Village Attorney



MAGNA CONSTRUCTION, INC.

P.O. BOX 327418

FT. LAUDERDALE, FL 33332

OFFICE:(954) 680-2770 EMAIL: MAGNAFL@AOL.COM

<p align="center">Village Of Biscayne Park 924 NE 109 St. Drainage & Streets Improvements 7/22/2011</p>						
Item	No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	50	Drainage Inlet (Type C-4)	1	EA	\$ 1,675.00	\$ 1,675.00
2	13	Remove & dispose of existing Asphalt pav't	45	SY	\$ 7.00	\$ 315.00
3	16	Pavement Restoration	45	SY	\$ 30.00	\$ 1,350.00
4	26	Remove & dispose of unsuitable material	40	CY	\$ 11.00	\$ 440.00
5	1	12" Stabilized subgrade	45	SY	\$ 15.00	\$ 675.00
6	34	Traffic Barricades	10	EA	\$ 65.00	\$ 650.00
7						
8						
9	-	18" exfiltration trench	25	LF	\$ 80.00	\$ 2,000.00
10	-	Baffle	1	EA	\$ 500.00	\$ 500.00
11	-	Removal of existing Catch Basin	1	EA	\$ 500.00	\$ 500.00
12	-	Sod	39	SY	\$ 5.00	\$ 195.00
13	-	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
14	-					
15	-					
16	-					
17	-					
18	-					
19	-					
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21	-					
22	-					
23	-					
24	-					
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26	-					

TOTAL	\$ 9,800.00
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CITY OF AVENTURA



CONTRACT DOCUMENTS

Maintenance and Repair for City
Roads and Streets

BID #09-09-16-2, Resolution #2010-03
Magna Construction, Inc.

COPY -- CITY CLERK

Prepared by: Indra Sarju, CPPB

AGREEMENT

SECTION 00510
NOTICE OF AWARD

TO: Magna Construction, Inc.
P.O. Box 327418
Ft. Lauderdale, FL

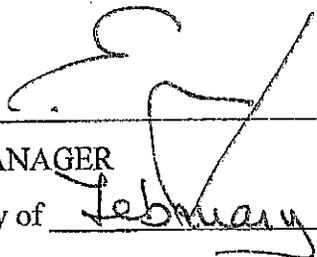
PROJECT DESCRIPTION: City of Aventura Maintenance and Repair Work for City Roads and Street; Bid No. 09-09-16-2, in accordance Contract Documents as prepared by Craven Thompson and Associates, Inc.

The CITY has considered the Bid submitted by you for the above-described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for City of Aventura Maintenance and Repair work for City Roads and Street; Bid No. 09-09-16-2, base on the attached Schedule of Values.

You are required by the Instruction to BIDDER(s) to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said CITY will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

BY: 
TITLE: CITY MANAGER
Dated this 25 day of February, 2010.

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

Magna Construction Inc.

this the 3 day of February, 2010

BY: [Signature]

TITLE: President

You are required to return an acknowledged copy of this Notice of Award to the CITY.

END OF SECTION

SECTION 00526

AGREEMENT

THIS AGREEMENT, made and entered into on this 3 day of February, 2010, by and between Magna Construction, Inc. Party of the First Part, and The City of Aventura, Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the Work in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained here:

Advertisements For Bids	Section	00100
Instruction To Bidder	Section	00210
Bid Form	Section	00410
Award Preference for Identical Tie Bids	Section	00420
Bidder Qualification Statement	Section	00450
Non - Collusion Affidavit	Section	00454
Sworn Statement Pursuant To Florida Statutes On Public Crimes	Section	00456
Notice Of Award	Section	00510
Agreement	Section	00526
Payment Bond	Section	00612
Performance Bond	Section	00614
OSHA Acknowledgment	Section	00620
General Conditions	Section	00710
Supplementary Conditions	Section	00810

Technical Specifications

Sections

01000 to 16000

Supplementary Technical Specifications

As Referred To:

2. That the First Party shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all Work hereunder within the length of time stipulated in the Bid.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement in accordance with the unit pricing provided in the Bid Form in lawful money of the United States.:
4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of Work performed during each calendar month by the First Party, Less the retainage provided in the General Conditions, which is to be withheld by the Second Party until Work within a particular part has been performed in accordance with this Agreement and until such Work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the Work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the First Party of all Work covered by this Agreement and the acceptance of such Work by the Second Party.
6. In the event that the Contractor shall fail to complete the Work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of One Thousand and 00/100 Dollars (\$1000.00) per day, plus any monies paid by the City to the Consultant for additional engineering and inspection services associated with such delay.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Second Party.
8. No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:
[Signature]
Nancy A. Holman

CONTRACTOR: Magna Construction, Inc.
BY: [Signature]
NAME: Mitchell Tourine
TITLE: President

OWNER: City of Aventura
BY: _____
NAME: Eric M. Soroka
TITLE: CITY MANAGER

AUTHENTICATION:
BY: _____
NAME: Teresa M. Soroka, MMC
TITLE: CITY CLERK

APPROVED AS TO FORM:
BY: _____
NAME: _____
TITLE: CITY ATTORNEY

END OF SECTION

Nielson, Hoover & Associates
Bond Department

Public Works Bond
In compliance with Florida Statutes 255.05(1)(a)

Bond No.	5062 322
Contractor	<i>Magna Construction, Inc.</i>
Address	Post Office Box 327418 Fort Lauderdale, Florida 33332
Phone No.	(78) 351-2787
Surety Company	SureTec Insurance Company
Address	952 Echo Lane, Suite 450 Houston, Texas 77024
Phone No.	(713) 812-0800
Owner Name	The City of Aventura
Address	19200 West Country Club Drive Aventura, Florida 33180
Phone No.	(305) 466-8900
Contract/Project No.	Bid No. 09-09-16-2
Project Name	<i>Maintenance and Repair Work for City Roads and Streets</i>
Project Location	N-A – Various locations throughout the City of Aventura
Legal Description and Street Address	There is no legal description per se as this is for various locations throughout The City of Aventura
Description of Work	Maintenance of Road/Street Work

Front Page

All other bond page(s) are deemed subsequent to this page regardless
of any page number(s) that may be preprinted thereon.

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, **Magna Construction, Inc.**, as Principal, hereinafter called Contractor, and SureTec Insurance Company, as Surety, are bound to the City of Aventura, Florida, as Obligee, hereinafter called City, in the amount of Fifty thousand and zero cents Dollars (\$50,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: 09-09-16-2, awarded the Tuesday, 5 day of January, 2010, with City of Aventura for City of Aventura Maintenance and Repair Work for City Roads and Street, in accordance with drawings (plans) and specifications prepared by Craven Thompson and Associates, Inc. which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 225.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
 - 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.

2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this 2nd day of February, 20 10.

WITNESS:

Magna Construction, Inc.

(Name of Corporation)

MJA

Secretary

(CORPORATE SEAL)

By: Mitchell Tourino President
(Signature and Title)

Mitchell Tourino, President

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY: SureTec Insurance Company

By: Charles D. Nielson

*Agent and Attorney-in-Fact
Charles D. Nielson

Address: 952 Echo Lane, #450

(Street) _____

(City/State/Zip Code) Houston, TX 77024

Telephone No.: (713) 812-0800

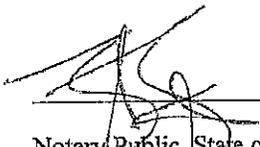
* (Power of Attorney must be attached)

State of Florida

County of Dade

On this, the 3 day of February, 20 10, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Michael Kurino (name of corporate officer), Pres. (title), of Home Construction, Inc. (name of corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal



Notary Public, State of Florida **ZOE SANTEIRO**
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION #DD526081
EXPIRES: Mar. 6, 2010
Florida Notary Service.com
(407) 398-0153

Printed, typed or stamped name of Notary Public exactly as commissioned

- Personally known to me, or
- Produced identification:

(type of identification produced)

- Did take an oath, or
- Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Mitchell Touriso, ^{President} certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that Mitchell Touriso, who signed the Bond on behalf of the Principal, was then President of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

Mitchell Touriso
Magna Construction, Inc,

(Name of Corporation)

END OF SECTION

This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David R. Hoover, Olga Iglesias, Warren M. Alter, Charles D. Nelson, Joseph P. Nielson

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Three Million Dollars and no/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 9/30/10 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and stated and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008,

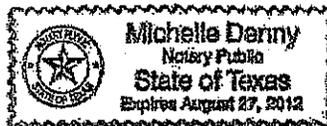
State of Texas ss:
County of Harris



SURETEC INSURANCE COMPANY

By: *B.J. King*
B.J. King, President

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Michelle Denny
Michelle Denny, Notary Public
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2nd day of February, 2010, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, **Magna Construction, Inc.**, as Principal, hereinafter called Contractor, and SureTec Insurance Company, as Surety, are bound to the City of Aventura, Florida, as Oblige, hereinafter called City, in the amount of Fifty thousand and zero cents Dollars (\$ 50,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: 09-09-16-2, awarded the Tuesday day of January 5, 2010, with City of Aventura Maintenance and Repair Work for City Roads and Street; in accordance with drawings (plans) and specifications prepared by Craven Thompson and Associates, Inc. which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of City of Aventura Maintenance and Repair Work for City Roads and Street, Bid No. 09-09-16-2 within the specified number of calendar days for each individual work item after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within one and one half (1 and 1/2) year, and:
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a

Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this 2nd day of February, 20 10.

WITNESSES:

MH
Secretary
(CORPORATE SEAL)

Magna Construction, Inc.
(Name of Corporation)

By: M. Louis President
(Signature and Title)

Mitchell Tourino, President
(Types Name and Title signed above)

IN THE PRESENCE OF:

Gloria M. Perry
Mary C. Brown

INSURANCE COMPANY:
SureTec Insurance Company

By: Charles D. Nielson

*(Agent and Attorney-in-Fact)
Charles D. Nielson
Address: _____

(Street) 952 Echo Lane, #450

Houston, TX 77024

City/State/Zip Code

Telephone No.: (713) 812-0800

* (Power of Attorney must be attached)

State of Florida
County of Dade

On this, the 3 day of February, 20 10, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Witchell Bruno (name of corporate officer), Pres. (title), of Witchell Bruno Construction, Inc. (name of corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal


Notary Public, State of Florida **ZOE SANTEIRO**
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION #DD526081
EXPIRES: Mar. 6, 2010
Florida Notary Service.com
(407) 398-0153

Printed, typed or stamped name of Notary Public
exactly as commissioned

- Personally known to me, or
- Produced identification:

(type of identification produced)

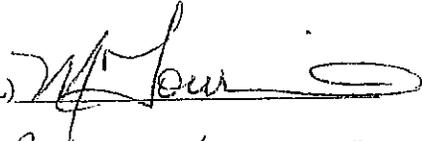
- Did take an oath, or
- Did not take an oath

Bonded by: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Mitchell Tourino, certify that I am the ^{President} secretary of the corporation named as principal in the foregoing Performance Bond; that Mitchell Tourino, who signed the Bond on behalf of the Principal, was then President of said corporation; that I know his/her/their signature; and his/her/their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)



Magna Construction, Inc.

(Name of Corporation)

END OF SECTION

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David R. Hoover, Olga Iglesias, Warren M. Alter, Charles D. Nelson, Joseph P. Nielson

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Three Million Dollars and no/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 9/30/10 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability hereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

State of Texas ss:
County of Harris

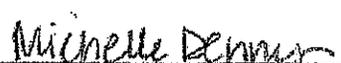


SURETEC INSURANCE COMPANY

By: 
B.J. King, President

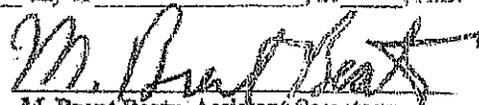
On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Michelle Denny, Notary Public
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2nd day of February, 2010, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SECTION 00410

SCHEDULE OF VALUES
GENERAL REQUIREMENTS

Item	Estimated Quantity	Description	Unit	Unit Price	Extended Cost
<u>PAVING AND CONCRETE</u>					
1	100	12" STABILIZED SUBGRADE	SY	\$ 15. ⁰⁰	\$ 1500. ⁰⁰
2	100	6" LIMEROCK BASE	SY	\$ 12. ⁰⁰	\$ 1200. ⁰⁰
3	100	EACH ADDITIONAL 2" LIMEROCK BASE	SY	\$ 4. ⁰⁰	\$ 400. ⁰⁰
4	100	1" ASPHALT (TYPE S-III)	SY	\$ 17.75	\$ 1,775. ⁰⁰
5	100	EACH ADDITIONAL 1/2" ASPHALT (TYPE S-III)	SY	\$ 8.85	\$ 885
6	100	MILL EXISTING PAVEMENT (1" AVERAGE DEPTH)	SY	\$ 30. ⁰⁰	\$ 3000. ⁰⁰
7	100	1" ASPHALT (TYPE S-I)	SY	\$ 17.75	\$ 1,775. ⁰⁰
8	1	SEALCOAT - UP TO 5,000 SF	SF	\$ 0.19	\$ 0.19
9	1	SEALCOAT - 5,000 SF TO 10,000 SF	SF	\$ 0.18	\$ 0.18
10	1	SEALCOAT - 10,000 SF TO 20,000 SF	SF	\$ 0.17	\$ 0.17

Roads and Streets Maintenance Contract
City of Aventura Bid No. 09-09-16-2
CTA Project No. 01-0103-119

11	1	SEALCOAT - 20,000 SF TO 50,000 SF	SF	\$ 0.17	\$ 0.17
12	1	SEALCOAT - 50,000 SF OR GREATER	SF	\$ 0.17	\$ 0.17
13	100	REMOVE AND DISPOSE OF EXISTING ASPHALT PAV'T	SY	\$ 7.00	\$ 700.00
14	100	REMOVE AND DISPOSE OF EXISTING CONCRETE (UP TO 6")	SY	\$ 9.00	\$ 900.00
15	100	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB	LF	\$ 3.00	\$ 300.00
16	25	PAVEMENT RESTORATION	SY	\$ 30.00	\$ 750.00
17	25	TYPE "F" CURB & GUTTER	LF	\$ 18.00	\$ 450.00
18	25	TYPE "D" CURB	LF	\$ 15.00	\$ 375.00
19	25	8' WIDE ASPHALT EXERCISE PATH W/ 6" BASE	LF	\$ 28.00	\$ 700.00
20	100	4" CONCRETE SIDEWALK	SY	\$ 33.00	\$ 3300.00
21	100	6" CONCRETE SIDEWALK	SY	\$ 43.00	\$ 4300.00
22	100	REMOVE AND REPLACE EXISTING 6" STAMPED CONCRETE	SY	\$ 63.00	\$ 6300.00
23	25	BRICK PAVERS ON 1/4" SAND BED	SF	\$ 4.85	\$ 121.25
24	100	REMOVE AND REPLACE EXISTING BRICK PAVERS	SY	\$ 52.00	\$ 5200.00
25	1	ACCESSIBLE RAMPS (CONCRETE) W/ DETECTABLE WARNING SURFACE	EA	\$ 500.00	\$ 500.00
26	50	REMOVE AND DISPOSE OF UNSUITABLE MATERIAL	CY	\$ 11.00	\$ 550.00

Roads and Streets Maintenance Contract
City of Aventura Bid No. 09-09-16-2
CTA Project No. 01-0103-119

27	50	IMPORT SUITABLE FILL MATERIAL - IN-PLACE	CY	\$ 12. ⁰⁰	\$ 600. ⁰⁰
28	50	FURNISH AND INSTALL SILT FENCE	LF	\$ 1.75	\$ 87.50
29	25	FURNISH AND INSTALL FDOT GUARDRAIL	LF	\$ 100. ⁰⁰	\$ 2500. ⁰⁰
30	25	FURNISH AND INSTALL FDOT PEDESTRIAN HANDRAIL	LF	\$ 100. ⁰⁰	\$ 2500. ⁰⁰
31	50	FURNISH AND INSTALL 6' HIGH TEMPORARY CHAIN LINK FENCING	LF	\$ 15. ⁰⁰	\$ 750. ⁰⁰
32	25	FURNISH AND INSTALL CONCRETE BARRIER WALL (TEMPORARY)	LF	\$ 50. ⁰⁰	\$ 1250. ⁰⁰
33	25	FURNISH AND INSTALL PLASTIC (WATER FILLED) BARRIER WALL (TEMPORARY), 42" HIGH	LF	\$ 11. ⁰⁰	\$ 275. ⁰⁰
34	10	FURNISH, DELIVER AND SET-UP TRAFFIC BARRICADES	EA	\$ 65. ⁰⁰	\$ 650. ⁰⁰
		<i>Rental / DAY →</i>	EA	\$ 0.75	\$ 7.50 MT.
35	1	FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT WIDE TRAFFIC LANE - DAILY RATE	EA	\$ 85. ⁰⁰	\$ 85. ⁰⁰
36	50	FLOWABLE FILL	CY	\$ 125. ⁰⁰	\$ 6250. ⁰⁰
37	1	CONCRETE WHEEL STOPS - INSTALLED	EA	\$ 18. ⁰⁰	\$ 18. ⁰⁰

STORM DRAINAGE

38	25	PIPE CULVERT- 12" DIAMETER HDPE	LF	\$ 26. ⁰⁰	\$ 650. ⁰⁰
39	25	PIPE CULVERT- 15" DIAMETER HDPE	LF	\$ 28. ⁰⁰	\$ 700. ⁰⁰
40	25	PIPE CULVERT- 15" DIAMETER RCP	LF	\$ 38. ⁰⁰	\$ 950. ⁰⁰

Roads and Streets Maintenance Contract
City of Aventura Bid No. 09-09-16-2
CTA Project No. 01-0103-119

41	25	PIPE CULVERT- 18" DIAMETER HDPE	LF	\$ 30. ⁰⁰	\$ 750. ⁰⁰
42	25	PIPE CULVERT- 18" DIAMETER RCP	LF	\$ 45. ⁰⁰	\$ 1,125. ⁰⁰
43	25	PIPE CULVERT- 24" DIAMETER HDPE	LF	\$ 38. ⁰⁰	\$ 950. ⁰⁰
44	25	PIPE CULVERT- 24" DIAMETER RCP	LF	\$ 60. ⁰⁰	\$ 1,500. ⁰⁰
45	25	PIPE CULVERT- 36" DIAMETER RCP	LF	\$ 110. ⁰⁰	\$ 2,750. ⁰⁰
46	25	PIPE CULVERT- 48" DIAMETER RCP	LF	\$ 140. ⁰⁰	\$ 3,500. ⁰⁰
47	1	CONSTRUCT NEW DRAINAGE WELL (6'X12' STRUCTURE)	EA	\$ 9,500. ⁰⁰	\$ 9,500. ⁰⁰
48	1	RE-DRILL EXISTING DRAINAGE WELL (100-FOOT DEPTH)	EA	\$ 15,000	\$ 15,000. ⁰⁰
49	25	4' X 6' EXFILTRATION TRENCH WITH 15" SLOTTED RCP	LF	\$ 68. ⁰⁰	\$ 1,700. ⁰⁰
50	1	DRAINAGE INLET (TYPE C - 24" X 36")	EA	\$ 1,325. ⁰⁰	\$ 1,325. ⁰⁰
51	1	DRAINAGE INLET (TYPE C-4 - 48" ROUND)	EA	\$ 1,675. ⁰⁰	\$ 1,675. ⁰⁰
52	1	DRAINAGE INLET (TYPE C-5 - 60" ROUND)	EA	\$ 1,840. ⁰⁰	\$ 1,840. ⁰⁰
53	1	DRAINAGE INLET (TYPE C-6 - 72" ROUND)	EA	\$ 3,450. ⁰⁰	\$ 3,450. ⁰⁰
54	1	15" YARD DRAIN	EA	\$ 1,100. ⁰⁰	\$ 1,100. ⁰⁰
55	1	STORM MANHOLE (TYPE M-4 - 48" ROUND)	EA	\$ 1,675. ⁰⁰	\$ 1,675. ⁰⁰
56	1	STORM MANHOLE (TYPE M-5 - 60" ROUND)	EA	\$ 1,840. ⁰⁰	\$ 1,840. ⁰⁰
57	1	STORM MANHOLE (TYPE M-6 - 72" ROUND)	EA	\$ 3,450. ⁰⁰	\$ 3,450. ⁰⁰

Roads and Streets Maintenance Contract
City of Aventura Bid No. 09-09-16-2
CTA Project No. 01-0103-119

58	25	PIPE LINER - 15"	LF	\$ 58. ⁰⁰	\$ 1450. ⁰⁰
59	25	PIPE LINER - 18"	LF	\$ 68. ⁰⁰	\$ 1700. ⁰⁰
60	25	PIPE LINER - 24"	LF	\$ —	\$ —
61	25	PIPE LINER - 36"	LF	\$ —	\$ —
62	25	PIPE LINER - 48"	LF	\$ —	\$ —
63	1	CORE-DRILL & CONNECT TO EXTSING DRAINAGE STRUCTURE	EA	\$ 500. ⁰⁰	\$ 500. ⁰⁰
64	100	WELL CLEANING - 24" WELL CASING UP TO 100 FEET, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	LF	\$ 50. ⁰⁰	\$ 5000. ⁰⁰
65	1	BASIN CLEANING, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	EA	\$ 150. ⁰⁰	\$ 150. ⁰⁰
66	1	MANHOLE CLEANING, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	EA	\$ 150. ⁰⁰	\$ 150. ⁰⁰
67	50	CCTV VIDEO INSPECTION OF EXISTING PIPE/CULVERT, INCLUDING WRITTEN REPORT	LF	\$ 5. ⁰⁰	\$ 250. ⁰⁰
68	1	INSTALL 15" PLUG - 24 HOUR RATE, INCLUDES REMOVAL	EA	\$ 230. ⁰⁰	\$ 230. ⁰⁰
69	1	INSTALL 18" PLUG - 24 HOUR RATE, INCLUDES REMOVAL	EA	\$ 230. ⁰⁰	\$ 230. ⁰⁰
70	1	INSTALL 24" PLUG - 24 HOUR RATE, INCLUDES REMOVAL	EA	\$ 275. ⁰⁰	\$ 275. ⁰⁰
71	1	INSTALL PLUG GREATER THAN 24" - 24 HOUR RATE, INCLUDES REMOVAL	EA	\$ 350. ⁰⁰	\$ 350. ⁰⁰
72	50	CLEAN EXISTING 15" CULVERT, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	EA	\$ 4.50	\$ 225. ⁰⁰
73	50	CLEAN EXISTING 18" CULVERT, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	LF	\$ 4.50	\$ 225. ⁰⁰

Roads and Streets Maintenance Contract
City of Aventura Bid No. 09-09-16-2
CTA Project No. 01-0103-119

74	50	CLEAN EXISTING 24" CULVERT, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	LF	\$ 4.50	\$ 225. ⁰⁰
75	50	CLEAN EXISTING 30" CULVERT, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	LF	\$ 5.50	\$ 275. ⁰⁰
76	50	CLEAN EXISTING 36" CULVERT, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	LF	\$ 5.50	\$ 275. ⁰⁰
77	50	CLEAN EXISTING 42" CULVERT, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	LF	\$ 7.50	\$ 375. ⁰⁰
78	50	CLEAN EXISTING 48" CULVERT, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	LF	\$ 8. ⁰⁰	\$ 400. ⁰⁰
79	50	CLEAN EXISTING 48" CULVERT, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	LF	\$ 8. ⁰⁰	\$ 400. ⁰⁰
80	50	CLEAN EXISTING 54" CULVERT, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	LF	\$ 10. ⁰⁰	\$ 500. ⁰⁰
81	50	CLEAN EXISTING 60" CULVERT, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	LF	\$ 15. ⁰⁰	\$ 750. ⁰⁰
82	1	PROVIDE 2" PUMP WITH DISCHARGE LINE - 24-HOUR RATE	EA	\$ 235. ⁰⁰	\$ 235. ⁰⁰
83	1	PROVIDE 2" PUMP WITH DISCHARGE LINE - WEEKLY RATE	EA	\$ 475. ⁰⁰	\$ 475. ⁰⁰
84	1	PROVIDE 2" PUMP WITH DISCHARGE LINE - MONTHLY RATE	EA	\$ 985. ⁰⁰	\$ 985. ⁰⁰
85	1	PROVIDE 4" PUMP WITH DISCHARGE LINE - 24-HOUR RATE	EA	\$ 270. ⁰⁰	\$ 270. ⁰⁰

Roads and Streets Maintenance Contract
City of Aventura Bid No. 09-09-16-2
CTA Project No. 01-0103-119

86	1	PROVIDE 4" PUMP WITH DISCHARGE LINE - WEEKLY RATE	EA	\$ 540. ⁰⁰	\$ 540. ⁰⁰
87	1	PROVIDE 4" PUMP WITH DISCHARGE LINE - MONTHLY RATE	EA	\$ 1150. ⁰⁰	\$ 1150. ⁰⁰
88	1	PROVIDE 6" PUMP WITH DISCHARGE LINE - 24-HOUR RATE	EA	\$ 500. ⁰⁰	\$ 500. ⁰⁰
89	1	PROVIDE 6" PUMP WITH DISCHARGE LINE - WEEKLY RATE	EA	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
90	1	PROVIDE 6" PUMP WITH DISCHARGE LINE - MONTHLY RATE	EA	\$ 2,200. ⁰⁰	\$ 2,200. ⁰⁰

PAVEMENT MARKINGS AND SIGNAGE

91	1	SINGLE POST SIGN (UP TO 30" X 30")	EA	\$ 250. ⁰⁰	\$ 250. ⁰⁰
92	25	4" SOLID STRIPING (THERMOPLASTIC)	LF	\$ 0.75	\$ 18.75
93	25	6" SOLID STRIPING (THERMOPLASTIC)	LF	\$ 0.85	\$ 21.25
94	25	8" SOLID STRIPING (THERMOPLASTIC)	LF	\$ 1.15	\$ 28.75
95	25	18" SOLID STRIPING (THERMOPLASTIC)	LF	\$ 1.90	\$ 47.50
96	25	24" SOLID STRIPING (THERMOPLASTIC)	LF	\$ 3.20	\$ 80. ⁰⁰

Roads and Streets Maintenance Contract
City of Aventura Bid No. 09-09-16-2
CTA Project No. 01-0103-119

97	25	6" SKIP STRIPING (THERMOPLASTIC)	LF	\$ 0.85	\$ 21.25
98	25	4" SOLID STRIPING (PAINT)	LF	\$ 0.50	\$ 12.50
99	25	6" SOLID STRIPING (PAINT)	LF	\$ 0.55	\$ 13.75
100	25	8" SOLID STRIPING (PAINT)	LF	\$ 0.65	\$ 16.25
101	25	18" SOLID STRIPING (PAINT)	LF	\$ 1.15	\$ 28.75
102	25	24" SOLID STRIPING (PAINT)	LF	\$ 1.35	\$ 33.75
103	25	6" SKIP STRIPING (PAINT)	LF	\$ 0.55	\$ 13.75
104	1	ARROW (THERMOPLASTIC)	EA	\$ 56. ⁰⁰	\$ 56. ⁰⁰
105	1	ARROW (PAINT)	EA	\$ 35. ⁰⁰	\$ 35. ⁰⁰
106	5	LETTERING PER LETTER (THERMOPLASTIC)	EA	\$ 35. ⁰⁰	\$ 175. ⁰⁰
107	5	HANDICAP SYMBOL (THERMOPLASTIC)	EA	\$ 75. ⁰⁰	\$ 375. ⁰⁰
108	5	HANDICAP SYMBOL (PAINT)	EA	\$ 75. ⁰⁰	\$ 375. ⁰⁰
109	10	REFLECTIVE PAVEMENT MARKER (RPM)	EA	\$ 5. ⁰⁰	\$ 50. ⁰⁰
110	10	REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	\$ 2.25	\$ 22.50
111	1	PORTABLE STOP SIGN (30" X 30")	EA	\$ 275. ⁰⁰	\$ 275. ⁰⁰
		Rental / DAY	EA	\$ 1. ⁰⁰	\$ 1. ⁰⁰ MT.

Roads and Streets Maintenance Contract
City of Aventura Bid No. 09-09-16-2
CTA Project No. 01-0103-119

HOURLY RATES

	<u>CATEGORY</u>	<u>REGULAR RATE</u>	<u>OVERTIME RATE</u>
1	LABORER	\$ 15. ⁰⁰	\$ 22.50
2	EQUIPMENT OPERATOR	\$ 20. ⁰⁰	\$ 30. ⁰⁰
3	FOREMAN	\$ 30. ⁰⁰	\$ 45. ⁰⁰
4	SUPERINTENDENT	\$ 35. ⁰⁰	\$ 52.50
5	PROVIDE 2" PUMP WITH DISCHARGE LINE - HOURLY RATE	\$ 50. ⁰⁰	\$ 75. ⁰⁰
6	PROVIDE 4" PUMP WITH DISCHARGE LINE - HOURLY RATE	\$ 60. ⁰⁰	\$ 90. ⁰⁰
7	PROVIDE 6" PUMP WITH DISCHARGE LINE - HOURLY RATE	\$ 70. ⁰⁰	\$ 105. ⁰⁰

Roads and Streets Maintenance Contract
City of Aventura Bid No. 09-09-16-2
CTA Project No. 01-0103-119

SECTION 01412

STANDARD SPECIFICATIONS AND DETAILS

TECHNICAL SPECIFICATIONS

The Technical Specifications which govern the materials to be furnished and the Work to be performed under this contract shall be the City of Aventura Standard Specifications and the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

The Technical Specifications referred to above are supplemented by published standard specifications, i.e., Miami-Dade Public Works, Miami-Dade DERM, Miami-Dade WASA or FDOT Standard Indexes, all of which shall be treated as though incorporated herein.

CONSTRUCTION DRAWINGS OR PLANS

Construction Drawings or Plans may be provided for individual work items as necessary.

The Construction Drawings or Plans referred to above are supplemented by City Standard Details and the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. In addition, when referred to, the Construction Drawings or Plans are supplemented by published standard details, i.e., FDOT Standard Indexes etc., all of which shall be treated as though incorporated herein.

END OF SECTION

SECTION 01414

REGULATORY REQUIREMENTS

1. LOCAL

Comply with The City of Aventura standards for permits, materials, and workmanship, as a minimum.

2. STATE

Comply with State Of Florida Laws and Regulations, as a minimum. All work shall comply with the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The right is reserved by OWNER to allow all interested parties with a vested interest in the Work to have access to the Work. If inspections are to be performed by vested interested parties, CONTRACTOR shall assist in those inspections. This shall include inspection of Work in progress, completed Work, material on hand, and material manufactured but not shipped.

3. FEDERAL

Comply with, as a minimum:

1. Department of Labor Occupational Safety and Health Administration Occupational Safety and Health Standards (29 CFR 1926/1910), Latest Edition
2. Americans with Disabilities Act of 1990 Immigration Reform and Control Act 1986
3. FRL-4202-4 EPA - Final NPDES General Permits for Storm Water Discharge, or as amended

END OF SECTION

SECTION 01424

REFERENCES AND STANDARDS

Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published at the time of advertisement for bids, even though reference has been made to an earlier standard. Such standards are made a part hereof to the extent which is indicated or intended.

The following are names and abbreviations of such groups:

AASHTO	for American Association of State Highway and Transportation Officials
ACI	for American Concrete Institute
AGMA	for American Gear Manufacturers Association
AIEE	for American Institute of Electrical Engineers
AISC	for American Institute of Steel Construction
ANSI	for American National Standards Institute
ASCE	for American Society of Civil Engineers
ASA	for American Standards Association
ASHE	for American Society of Heating and Ventilating Engineers
ASME	for American Society of Mechanical Engineers
ASTM	for American Society for Testing Materials
AWPA	for American Wood Preservers Association
AWSC	for American Welding Society Code
AWWA	for American Water Works Association
CIPRA	for Cast Iron Pipe Research Association
Fed. Spec.	for Federal Specification
FDOT	for Florida Department of Transportation
Navy Spec.	for Navy Department Specification
NEC	for National Electric Code
NEMA	for National Electrical Manufacturers Association
OSHA	for Occupational Safety and Health Administration
SAE	for Society of Automotive Engineers Association
U.L. Inc.	for Underwriter's Laboratories, Inc.
SHBI	for Steel Heating Boiler Institute

END OF SECTION

SECTION 01450

**QUALITY CONTROL
UNFAVORABLE CONSTRUCTION CONDITIONS**

During unfavorable weather, wet ground, or other unsuitable construction conditions, the CONTRACTOR shall confine his operations to Work which will not be affected adversely thereby. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the CONTRACTOR to perform the Work in a proper and satisfactory manner.

END OF SECTION

SECTION 01452

MATERIAL TESTING

PART 1 - GENERAL

1.01 SUMMARY

The CONTRACTOR shall employ and pay for material testing / laboratory services.

1.02 SPECIAL COORDINATION

CONTRACTOR shall coordinate all testing required under the Contract Documents.

1.03 QUALITY CONTROL

Unless otherwise specified, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest standards of the American Society for Testing Materials (ASTM) or the latest standards or methods of the American Association of State Highway and Transportation Officials (AASHTO). The frequency of tests performed shall be in accordance with the "State of Florida Department of Transportation Material Sampling Testing and Reporting Guide" and as stated below.

A. SOIL TESTING:

1. Testing Schedule:

- (a) Testing laboratory shall provide densities at the rate of not less than (1) passing density for:

(1) Each lift for each 2500 square feet of paved area

and/or

(2) Each lift of 200 feet of trench line.

and/or

(3) Under each concrete pad area and under the concrete sidewalk (one per each 2000 square feet).

(4) For play fields and open areas (one per each 20,000 square feet of open area).

- (b) Testing laboratory shall provide testing for LBR at the rate of not less than (1) passing test for each 10,000 square feet of stabilized subgrade and limerock base

2. Testing Standards:

Testing laboratory shall sample, test in laboratory, and test in field moisture content and compaction per the following designations:

- (a) AASHTO T-180 - Moisture Density Relations of Soils using a 10 - lb Rammer and 18 in. Drop
- (b) AASHTO T-99 - Moisture Density Relations of Soils using a 5.5 - lb Rammer and 12 in. Drop
- (c) D-2922 - Density, in Place, by Nuclear Methods Shallow Depth Test
- (d) D-4318 - Liquid Limit Plastic Limit and Plasticity Index of Soils Test
- (e) D-1140 - Material Greater than #200 Sieve
- (f) Florida Department OF Transportation FM 5-515, Method of Test for Limerock Bearing Ratio

3. Test Reports:

Testing laboratory shall provide both field and final copies of test results to the ENGINEER.

PART 2 - PRODUCTS

Not Included

PART 3 - EXECUTION

The CONTRACTOR shall pay for the services of an independent testing laboratory to perform specified testing and certification of products and performance. Testing shall not relieve CONTRACTOR'S obligations to perform the Work in full compliance with the requirements of the Contract.

- A. The CONTRACTOR shall, cooperate with laboratory personnel, provide access to work and to manufacturer's operations and cooperate with laboratory to facilitate performance of its required services. The testing of samples and materials shall be made at the expense of the CONTRACTOR.
- B. The CONTRACTOR shall secure and deliver to the laboratory adequate quantities of representative samples of materials proposed to be used which require testing.
- C. The CONTRACTOR shall furnish copies of Products Test Reports as required.
- D. The CONTRACTOR shall furnish incidental labor and facilities to provide access to work to

Roads and Streets Maintenance Contract
City of Aventura Bid No. 09-09-16-2
CTA Project No. 01-0103-119

be tested, to obtain and handle samples at Project site or at source of product to be tested, to facilitate inspections and tests and for storage and curing of test samples.

- E. The CONTRACTOR shall notify laboratory and CONSULTANT sufficiently in advance of operation (at least 48 hours) to allow for laboratory assignment of personnel and scheduling of tests.
- F. Testing laboratory shall provide both field and final copies of test results to the CONSULTANT. The test result shall be signed and sealed by a Professional Engineer registered in the State of Florida.

END OF SECTION



Village of Biscayne Park

640 Northeast 114th Street
Biscayne Park, Florida 33161

Phone: (305) 899-8000

Fax: (305) 891-7241

AUGUST 1, 2011

NOTICE OF COMPLETION FOR STORMWATER DRAINAGE PROJECT

LOCATION 924 NE 109TH STREET

CONTRACTOR- MAGNA CONSTRUCTION

FINAL COMPLETED ON

8/1/11

BUILDING OFFICIAL

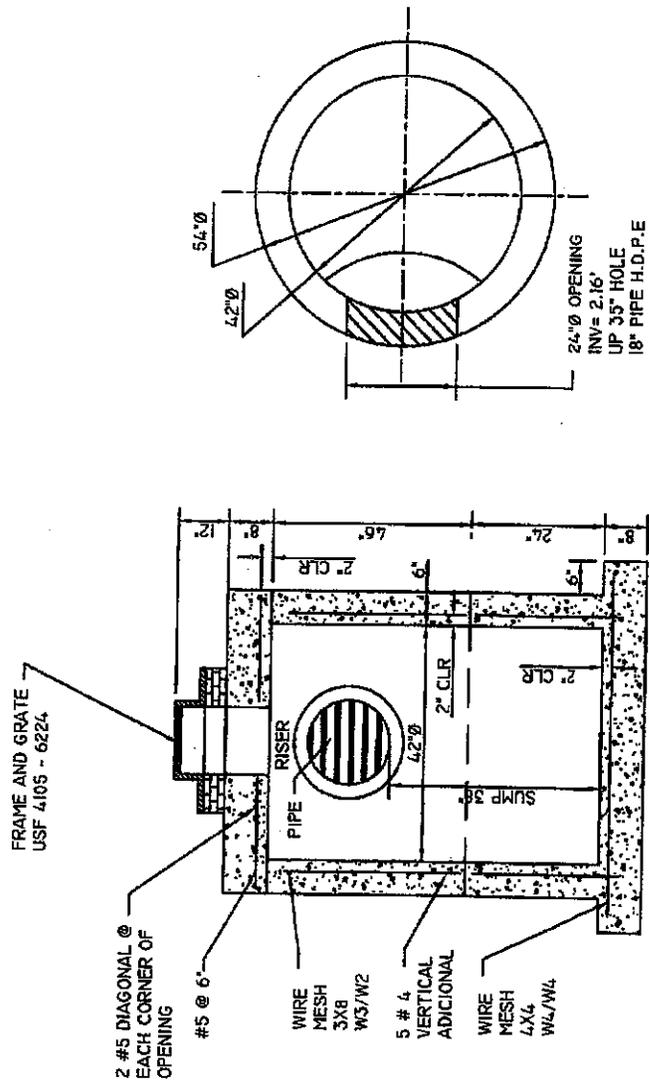
[Signature]

DATE

8/1/11

REB.	W.W.MESH	CONCRETE
GRADE 60	GRADE 65	4,000PSI@28DAYS

COMPONENT	O.D DIMENS.	C.Y	WEIGHT(L.B.S)
BOT. SLAB	66" Ø	0.57	2280
WALL	54" Ø	0.41	1640
BASE		0.98	3920
RISER	54" Ø	0.80	3200
TOP SLAB	54" Ø	0.32	1280



TJ PRECAST CORP.
 (305)-220-1220
 (305)-220-1019(FAX)

CATCH BASIN TYPE Ø42" R
JOB NAME: Village Biscayne Drainage 109 st NE 9 Ave
CUSTOMER: Magna Construction Inc.
DWG: JUAN CARLOS
DATE: 7 / 16 / 11

STR No: S-1
REVISION:
DATE:
JOB No:

