

# MEMORANDUM



**Date:** July 17, 2008

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

Agenda Item No. 8(Q)3(A)

**From:** George M. Burgess  
County Manager

**Subject:** Contract Award Recommendation for Terminal D Parking Garage Re-Bid - Project No: 2006.019R; Contract No: 2006.019R, to Perez Gurri Corporation dba N & J Construction Corporation

## RECOMMENDATION

This Recommendation for Award for Construction Contract Number 2006.019R between Perez-Gurri Corporation dba N & J Construction Corporation and Miami-Dade County has been prepared by the Miami-Dade Seaport Department and is recommended for approval.

**Delegation of Authority** - The authority of the County Mayor or his designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

The General Conditions for the Contract, Article 42, "Disputes," Section B states that any and all disputes shall be decided by the Contracting Officer. The contract stipulates that the Contracting Officer for this contract is the Director of the Miami-Dade Seaport Department and/or his/her designee.

## SCOPE

**PROJECT NAME:** Terminal D Parking Garage Re-Bid

**PROJECT NO:** 2006.019R

**CONTRACT NO:** 2006.019R

**PROJECT DESCRIPTION:** The Seaport Department has the need to secure one (1) General Contractor to construct a parking garage at Cruise Terminal D. The project consists of a four-story parking garage for 738 cars, a lighted asphalt parking lot for 129 cars and 6 recreational vehicles, access roadways, sidewalks, signage, water and sewer connections, fire hydrants, catch basins and related drainage system, landscaping and irrigation.

The garage and surface parking will be equipped with an automated pay-on-foot parking system, allowing passengers to self-pay and exit the garage. There will be one gate attendant at each garage for those wishing to pay directly.

The main design concerns for this project were the selection of elements and systems which allowed keeping the cost within budget,

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CAPITAL IMPROVEMENTS

increasing rapidity of construction and allowing prompt delivery of a finished product ready for use in the extremely short time required by the prevailing circumstances. The precast concrete structural system, consisting of precast columns, beams, spandrels and double tees for instance, was selected for its immediate availability and speediness of erection, both of which achieve the end result previously mentioned i.e., a reduction in construction time. Additional attention was dedicated to ensure conformity of the garage to the design of the terminals by reusing, on the exterior, some of the same colors and materials as the terminals, e.g., the exposed painted concrete block walls and the white painted stair towers.

The garage will be equipped with life safety systems which include an emergency generator, located on the ground floor of the building, automatically set to kick-in to provide electricity for emergency lighting in case of a power failure; a fire alarm system with pull stations, horns, strobe lights and an annunciator panel located at the ground floor elevator lobby. A series of CCTV cameras, under separate contract, will be strategically located to remotely monitor all areas of the building for passenger safety. A dry standpipe system with connections located throughout, will allow the fire department to quickly distribute water in case of fire.

**PROJECT LOCATION:** Port of Miami

<b>PROJECT SITES:</b>	<u>LOCATION</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
	1015 North America Way 33132	5	\$10,589,656.73	54-06-42

**PRIMARY COMMISSION DISTRICT:** District 5 Bruno A. Barreiro

**APPROVAL PATH:** Board of County Commissioners

**USING DEPARTMENT:** Miami-Dade Seaport Department

**MANAGING DEPARTMENT:** Miami-Dade Seaport Department

**FISCAL IMPACT / FUNDING SOURCE**

**OPERATIONS COST IMPACT/FUNDING:** Throughout the life of the asset, the average yearly operation cost for the parking garage would be approximately \$240,000. The funding source is Seaport revenues.

**MAINTENANCE COST IMPACT/FUNDING:** Throughout the life of the asset, the average yearly maintenance cost for the parking garage would be approximately \$420,000. The funding source is Seaport revenues.

**LIFE EXPECTANCY OF** The life expectancy is approximately 50 years.

**ASSET:**

<b>FUNDING SOURCES:</b>	<b><u>SOURCE</u></b>	<b><u>AMOUNT</u></b>
	Florida Department of Transportation	\$4,425,000.00
	2008-2009 Sunshine Loan	<u>\$6,164,656.73</u>
	<b>Total Funding</b>	<b>\$10,589,656.73</b>

**PTP FUNDING:** No

**GOB FUNDING:** No

<b>CAPITAL BUDGET PROJECTS:</b>	<b><u>BUDGET PROJECT / DESCRIPTION</u></b>	<b><u>AWARD ESTIMATE</u></b>
	643320-PARKING GARAGE TERMINAL D Book Page: 125 Funding Year: Adopted Capital Budget Book for FY 2007-08, FY 2008-09 Funds	\$6,164,656.73
	Book Page: N/A Funding Year: Amount not in Capital Budget Book. Amount being funded by FDOT. Joint Participation Agreement FM # 42364419401. See attached.	<u>\$4,425,000.00</u>
	<b>Project Totals: \$10,589,656.73</b>	

**PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:** Miami-Dade County Contractor's Certification is required in one of the following categories: General Building, General Engineering, or other categories as applicable to Chapter 10 of the Miami-Dade County Code, or State of Florida General Contractor's License.

**BID PACKAGES ISSUED:** 25

**BIDS RECEIVED:** 10

**CONTRACT PERIOD:** 330 Days

**CONTINGENCY PERIOD:** 33 Days

**IG FEE INCLUDED IN BASE CONTRACT:** Yes

**ART IN PUBLIC PLACES:** Yes

**BASE ESTIMATE:** \$10,321,861.00

**BASE CONTRACT AMOUNT:** \$9,664,300.00

<b>CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE</b>	<b>TYPE</b>	<b>PERCENT</b>	<b>AMOUNT</b>	<b>COMMENT</b>
	New	5%	\$483,215.00	

<b>ART IN PUBLIC PLACES :</b>	\$152,212.73	1.50%
<b>PERMIT FEES :</b>	\$96,643.00	1.00%
<b>BONDS AND INSURANCE FEES :</b>	\$193,286.00	2.00%
<b>TOTAL DEDICATED ALLOWANCE:</b>	\$442,141.73	
<b>TOTAL AMOUNT:</b>	\$10,589,656.73	

**TRACK RECORD / MONITOR**

**SBD HISTORY OF VIOLATIONS:** None

**EXPLANATION:** The project was re-advertised on April 2, 2008. Ten bids were received on May 5, 2008 and publicly opened on May 7, 2008. The bid amounts ranged from \$10,316,082 to \$11,988,583. The Tower Group, the lowest bidder, submitted a bid of \$10,316,082; however, The Tower Group was found non-responsive due to errors/discrepancies in their bid form. The County Attorney's Office provided a legal opinion on this issue. The second lowest bidder, Perez-Gurri Corporation dba N & J Construction Corporation, submitted a bid of \$10,437,444, and was found to be the lowest responsive and responsible bidder. The low bid amount is 6.37% below the revised cost estimate. The Request to Advertise (RTA) included three add-on options to provide canopies at three separate locations. During the advertisement period, the add-on options were removed from this solicitation. As a result, the cost estimate included in the RTA was revised from \$12,363,794.19 to \$11,147,609.88.

The bid from Perez-Gurri Corporation was reviewed by the A/E of Record and Seaport staff and found it to be reasonable. Perez-Gurri Corporation's principal has indicated 22+ years experience as a general contractor in construction work similar to the work for this contract. The Contractor's references listed in the bid package were contacted and provided a satisfactory review for both the company and their experience. There are 4 evaluations listed in the Capital Improvements Information System with an average score of 3.5 out of a possible 4.0 points. This constitutes an above average rating. Therefore, the Seaport Department recommends this contract be awarded to Perez-Gurri dba N & J Construction.

**BID OPEN DATE:** 5/7/2008

**BID BOND EXPIRES:** 9/4/2008

**BID VALID UNTIL:** 9/4/2008

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**ESTIMATED NOTICE TO PROCEED:** 8/4/2008

**PRIME CONTRACTOR:** Perez Gurri Corporation dba N & J Construction Corporation

**COMPANY PRINCIPAL:** John Perez-Gurri

**COMPANY QUALIFIERS:** John Perez-Gurri

**COMPANY EMAIL ADDRESS:** jpg@n-construction.com

**COMPANY STREET ADDRESS:** 4990 SW 72 Avenue, Suite 104

**COMPANY CITY-STATE-ZIP:** Miami-Florida-33155

**YEARS IN BUSINESS:** 4

**PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:** Based upon the Firm History Report provided by the Department of Small Business Development, Perez-Gurri Corporation has held 4 contracts with the County for a total dollar value of \$11,036,662.24 including \$167,881 in change orders approved by the BCC.

**SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):** A-1 All Florida Painting, Radient Development, and HiTec Concrete

**MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:** No

**STANDARD PAYMENT AND PERFORMANCE BOND:** Yes

**REVIEW COMMITTEE:** **MEETING DATE:** 4/4/2007 **SIGNOFF DATE:** 4/4/2007  
**RESUBMIT DATE:** 3/19/2008 **RESUBMIT SIGNOFF:** 3/19/2008

**RESPONSIBLE WAGES:** Yes

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	ESTIMATED TYPE GOAL VALUE	COMMENT
	CSBE 20.00% \$2,029,503.00	
	CWP 15.00% \$1,522,127.25	

**MANDATORY CLEARING HOUSE:** Yes

**CONTRACT MANAGER NAME/PHONE/EMAIL:** Maria Cerna (305) 347-4916 MCerna@miamidade.gov

**PROJECT MANAGER** Juan Bergouignan (305) 347-4974 Juberger@miamidade.gov  
**NAME/PHONE/EMAIL:**

**BACKGROUND**

The parking garage at Terminal D was originally advertised on July 2, 2007. Four bids were submitted on September 12, 2007. The bid amount submitted by the lowest responsive and responsible bidder of approximately \$12.9 million was 20% above the architect/engineer's estimate. A subsequent review by the A/E of record determined that their original construction estimate used in the Request to Advertise should have been approximately 10% higher because of underestimation in the areas of sitework, structural, mechanical and electrical. An independent review of the A/E estimate concurred that the construction cost estimate should be \$11.7 million.

Because the construction industry was beginning to slow down; it was determined that perhaps the low bidder may have been interested in reducing their bid to receive the award, with the concurrence of the County Attorney's Office, staff conducted a negotiations meeting that was open to the public. After the low bidder did not provide a reduced bid within ample time provided by the Port, it was determined that an entirely new open competitive bid may yield price reductions due to a continued decline in construction activity, anticipation that labor is more readily available, and that a larger pool of contractors may be interested in providing a bid proposal at this time, thereby increasing competition. As a result, the Seaport recommended the rejection of all bids; which the Board of County Commissioners approved on March 18, 2008. Therefore, the Seaport re-advertised this project.

The parking garage at Terminal D is needed to provide parking for cruise passengers using the new cruise terminals D & E. At the present time, the closest parking available to these new terminals are surface parking lots which cannot accommodate the amount of passengers that will be using the new terminals. The other available parking garages are not in close proximity to the new cruise terminals and are primarily located directly across from other terminals operated by other cruise lines. Consequently, the Seaport Department implemented a passenger shuttle service to provide courtesy transportation to and from other parking facilities at the Port.

Furthermore, the Port undertook a study of its existing parking facilities in order to determine access needs to and from the cruise terminals. The study focused on parking spaces and passenger utilization. Although, at the present time, the passenger parking needs may be addressed with an additional surface parking lot, the Port will need this multi-level parking facility to accommodate growth in passenger vehicles within the next several years. It is estimated that the completion date of this parking garage will be in the fall of 2009.



STRATEGIC AREA: Transportation  
 DEPARTMENT: Seaport

\*\*\*\*\* FUNDED PROJECTS \*\*\*\*\*  
 (dollars in thousands)

**PARKING GARAGE TERMINAL D**

PROJECT # 643320

DESCRIPTION: Construct parking garage

LOCATION: Dante B. Fascell Port of Miami-Dade  
 Dante B. Fascell Port of Miami-Dade

DISTRICT LOCATED: 5  
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Seaport Bonds/Loans	0	3,000	7,700	0	0	0	0	0	10,700
<b>TOTAL REVENUE:</b>	<b>0</b>	<b>3,000</b>	<b>7,700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,700</b>
EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Construction	0	3,000	7,700	0	0	0	0	0	10,700
<b>TOTAL EXPENDITURES:</b>	<b>0</b>	<b>3,000</b>	<b>7,700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,700</b>

**RAILROAD BRIDGE IMPROVEMENT**

PROJECT # 648880

DESCRIPTION: Repair railroad bridge, signage, and signaling to allow cargo traffic by rail during off-peak hours

LOCATION: Dante B. Fascell Port of Miami-Dade  
 Dante B. Fascell Port of Miami-Dade

DISTRICT LOCATED: 5  
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
FDOT Funds	0	0	500	250	0	0	0	0	750
Seaport Bonds/Loans	0	0	500	250	0	0	0	0	750
<b>TOTAL REVENUE:</b>	<b>0</b>	<b>0</b>	<b>1,000</b>	<b>500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500</b>
EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Construction	0	0	1,000	500	0	0	0	0	1,500
<b>TOTAL EXPENDITURES:</b>	<b>0</b>	<b>0</b>	<b>1,000</b>	<b>500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500</b>

**RIPRAP IMPROVEMENTS TO PILOT HOUSE AREA**

PROJECT # 646670

DESCRIPTION: Reinforce bulkhead area around southern point of Lummus Island to prevent erosion

LOCATION: Dante B. Fascell Port of Miami-Dade  
 Dante B. Fascell Port of Miami-Dade

DISTRICT LOCATED: 5  
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
FEMA Hazard Mitigation Grant	0	150	379	0	0	0	0	0	529
Seaport Bonds/Loans	0	50	126	0	0	0	0	0	176
<b>TOTAL REVENUE:</b>	<b>0</b>	<b>200</b>	<b>505</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>705</b>
EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Construction	0	200	505	0	0	0	0	0	705
<b>TOTAL EXPENDITURES:</b>	<b>0</b>	<b>200</b>	<b>505</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>705</b>

**BUDGET PROJECT 643320**

Project Title: 643320-PARKING GARAGE TERMINAL D

Project Desc: Construct parking garage

Project(\$\$ in 000's)	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Expenditures	2/22/2022	N/A	0	3,000	7,700	0	0	10,700
Revenue			0	3,000	7,700	0	0	10,700

Project Type: Capital

**CDPWeb Project Milestones (\$ IN 000'S)**

Milestone:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Construction	N/A	N/A	0	3,000	7,700	0	0	10,700

**Current Contracts for Project 643320**

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
SP	<u>2006.019</u>	Terminal D Parking Garage	Cancelled	Cancelled	Cancelled
SP	<u>2006.019</u>	Terminal D Parking Garage	Cancelled	Cancelled	Cancelled
SP	<u>2006.019R</u>	Terminal D Parking Garage Re-B	\$6,338,794.19	\$0.00	\$9,664,300.00
SP	<u>2006.019R</u>	Terminal D Parking Garage Re-B	\$4,425,000.00	\$0.00	\$9,664,300.00
SP	<u>2006.019R</u>	Terminal D Parking Garage Re-B	\$1,600,000.00	\$0.00	\$9,664,300.00
SP	<u>2006.019R</u>	Terminal D Parking Garage Re-B	\$0.00	\$6,164,656.73	\$9,664,300.00

Total Allocated: \$12,363,794.19 \$6,164,656.73

**Current Sites for Project 643320**

Site	Location
<u>73367</u>	1015 N AMERICA WAY , 33132
<u>73368</u>	1015 N AMERICA WAY , 33132

# Memorandum



**Date:** May 8, 2008

**To:** Bill Johnson, Director  
Port of Miami

**From:** Penelope Townsley, Director  
Department of Small Business Development

**Subject:** CSBE Compliance Review for Project No. 2006.019R Terminal D Parking Garage

The Department of Small Business Development (SBD) has completed its compliance review for the above-referenced project with the Community Small Business Enterprise (CSBE) Program. The contract measure applicable to this project is a 20% CSBE goal.

The Construction Contracts Section of the Port of Miami has submitted bid documents from: The Tower Group, Inc., Perez-Gurri Corp. d.b.a. N & J Construction, JCI International Inc., and Dooley Mack Constructors, Inc. for compliance review.

The Tower Group, Inc. has submitted the required Schedule of Intent (SOI) Affidavit forms committing to utilize Roberts Traffic, a certified CSBE firm, to perform pavement markings, signage, and concrete wheel stops work at 1.79%; Hi Tech Concrete, a certified CSBE firm, to perform site concrete work at 1.58%; Archon Air Management, a certified CSBE firm, to perform HVAC installation work at .50%; Best Fire Sprinkler Corp., a certified CSBE firm, to perform fire protection work at .55%; Plumber's Enterprise, a certified CSBE firm, to perform plumbing work at 2.31%; Matrix Construction, a certified CSBE firm, to perform excavation for footers, concrete placing and finishing, masonry material and installation for non exposed cmu work at 6.12%; and JVA Engineering, a certified CSBE firm, to perform site work at 8.53%. The CSBE certified firms listed above have signed their respective SOI Affidavit forms confirming the information listed. The Tower Group, Inc. has fulfilled the contract measure requirement and is in compliance with the CSBE Participation Provisions.

Perez-Gurri Corporation d.b.a. N & J Construction has submitted the required Schedule of Intent (SOI) Affidavit forms committing to utilize A.C. Cooling Projects, Inc., a certified CSBE firm, to perform heating and air-conditioning work at .33%; Al All Florida Painting, a certified CSBE, to perform painting and waterproofing work at 3.66%; Raidan Development, a certified CSBE firm, to perform general contracting concrete work at 4.683%; Hi Tech Concrete, a certified CSBE firm, to perform site concrete work at 1.395%; and Fence Connection, a certified CSBE firm, to perform fences and gates work at .036%. The CSBE certified firms listed above have signed their respective SOI Affidavit forms confirming the information listed. Perez-Gurri Corporation d.b.a. N & J Construction has fulfilled the contract measure requirement and is in compliance with the CSBE Participation Provisions.

JCI International, Inc. has submitted the required Schedule of Intent (SOI) Affidavit forms committing to utilize Caribbean Contractors, Inc., a certified CSBE firm, to perform pile caps, cip walls, floor slabs, and masonry work at 6.77%; Angelectric Corp., a certified CSBE firm, to perform electrical work at 8.21%; and Caribe Utilities of Florida, a certified CSBE firm, to perform site work and utilities work at 7.81%. The CSBE certified firms listed above have signed their respective SOI Affidavit forms confirming the information listed.

JCI International, Inc. has fulfilled the contract measure requirement and is in compliance with the CSBE Participation Provisions.

Dooley Mack Construction has submitted the required Schedule of Intent (SOI) Affidavit forms committing to utilize Angelectric Corp., a certified CSBE firm, to perform electrical work at 9%; Kailas Corp., a certified CSBE firm, to perform site utilities and paving work at 11%; Roberts Traffic, a certified CSBE firm, to perform pavement markings, signage, and concrete wheel stops work at 2%; O.R. Dean Construction, a certified CSBE firm, to perform CMV rebar and cast in place concrete work at .5%; and Plumber's Enterprise, a certified CSBE firm, to perform plumbing work at 2%. The CSBE certified firms listed above have signed their respective SOI Affidavit forms confirming the information listed. Dooley Mack Construction has fulfilled the contract measure requirement and is in compliance with the CSBE Participation Provisions.

Please note that SBD staff only reviewed and addressed compliance with the CSBE program. The Construction Contracts Section of the Port of Miami is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to call Keva L. Pace at (305) 375-3137.

PI: klp

cc: Maria Cerna, POM  
Leticia Stewart, POM  
James Vose, SBD  
Tracy Adams-Parish, SBD  
File



TERMINAL D PARKING GARAGE RE-BID - CONTRACT No. 2006.019R  
 BID OPENING - May 7, 2008

ITEM NO.	DESCRIPTION	UNIT	Engineer's Estimate		Bidders					
			QTY	TOTAL	The Tower Group	N&J Construction	JCI International	Dooley Mack Constructors Inc.	TGSV Enterprises, Inc.	
										TOTAL
1	DIVISION 1 - GENERAL REQUIREMENTS	LS	1	\$992,503.00	\$637,069.00	\$342,100.00	\$446,151.00	\$492,656.00	\$716,751.00	
2	DIVISION 2 - SITEWORK	LS	1	\$985,159.00	\$733,480.00	\$1,615,100.00	\$1,554,955.00	\$1,232,562.00	\$1,663,075.00	
3	DIVISION 3 - CONCRETE	LS	1	\$5,705,355.00	\$5,196,720.00	\$5,347,900.00	\$5,626,648.00	\$5,811,127.00	\$5,210,883.00	
4	DIVISION 4 - MASONRY	LS	1	\$262,406.00	\$0.00	\$39,100.00	\$42,800.00	\$44,229.00	\$35,700.00	
5	DIVISION 5 - METALS	LS	1	\$380,440.00	\$138,400.00	\$151,000.00	\$84,405.00	\$78,521.00	\$169,138.00	
6	DIVISION 6 - WOOD AND PLASTIC	LS	1	\$0.00	\$0.00	\$600.00	\$4,280.00	\$1,066.00	\$5,000.00	
7	DIVISION 7 - THERMAL AND MOISTURE	LS	1	\$250,698.00	\$351,345.00	\$311,900.00	\$311,975.00	\$427,684.00	\$385,942.00	
8	DIVISION 8 - DOORS AND WINDOWS	LS	1	\$81,763.00	\$44,600.00	\$80,000.00	\$37,398.00	\$28,898.00	\$41,620.00	
9	DIVISION 9 - FINISHES	LS	1	\$78,657.00	\$74,042.00	\$36,800.00	\$22,975.00	\$35,756.00	\$42,882.00	
10	DIVISION 10 - SPECIALTIES	LS	1	\$151,839.00	\$23,597.00	\$69,900.00	\$24,626.00	\$106,359.00	\$27,778.00	
11	DIVISION 11 - EQUIPMENT	LS	1	\$61,374.00	\$35,265.00	\$77,600.00	\$101,478.00	\$85,468.00	\$74,536.00	
12	DIVISION 13 - SPECIAL CONSTRUCTION	LS	1	\$0.00	\$47,885.00	\$18,100.00	\$0.00	\$70,875.00	\$64,521.00	
13	DIVISION 14 - CONVEYING SYSTEMS	LS	1	\$211,627.00	\$168,000.00	\$183,900.00	\$165,936.00	\$175,848.00	\$168,000.00	
14	DIVISION 15 - MECHANICAL	LS	1	\$219,419.00	\$327,278.00	\$310,000.00	\$339,816.00	\$317,378.00	\$264,800.00	
15	DIVISION 16 - ELECTRICAL	LS	1	\$940,621.00	\$794,900.00	\$1,080,300.00	\$920,200.00	\$937,860.00	\$1,070,374.00	
<b>BASE BID TOTAL</b>				\$10,321,861.00	\$8,572,581.00	\$9,664,300.00	\$9,703,643.00	\$9,846,287.00	\$9,941,000.00	
CONTINGENCY ALLOWANCE (5% OF BASE BID)				\$516,093.05	\$428,629.05	\$483,215.00	\$485,182.15	\$492,314.35	\$497,050.00	
DEDICATED ALLOWANCE ACCOUNT FOR PERMITS (1% OF BASE BID)				\$103,218.61	\$85,725.81	\$96,643.00	\$97,036.43	\$98,462.87	\$99,410.00	
DEDICATED ALLOWANCE FOR BONDS AND INSURANCE (2% OF BASE BID)				\$206,437.22	\$171,451.62	\$193,286.00	\$194,072.86	\$196,925.74	\$198,820.00	
<b>GRAND TOTAL (BASE BID PLUS ALLOWANCE ACCOUNTS)</b>				\$11,147,609.88	\$9,258,387.48	\$10,437,444.00	\$10,479,934.44	\$10,633,989.96	\$10,736,280.00	
(1) As Shown on Bid Form				\$10,316,082.00	\$8,437,444.00	\$9,479,935.00	\$9,479,935.00	\$9,479,935.00	\$9,479,935.00	
(2) Highlighted items are amounts included on the bid form										

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BID TABULATION  
 TERMINAL D PARKING GARAGE RE-BID - CONTRACT No. 2006.019R  
 BID OPENING - May 7, 2008

ITEM NO.	DESCRIPTION	UNIT	Engineer's Estimate		Bidders					
			QTY	TOTAL	C. G. Chase Construction	Vanderbilt Bay Construction	Delant Construction	Portland Construction Services	Facchina Construction	TOTAL
1	DIVISION 1 - GENERAL REQUIREMENTS	LS	1	\$992,503.00	\$396,474.00	\$1,019,351.00	\$740,334.92	\$1,317,888.10	\$1,107,012.00	
2	DIVISION 2 - SITEWORK	LS	1	\$985,159.00	\$1,335,920.00	\$1,392,921.00	\$1,461,840.53	\$1,518,300.00	\$1,784,466.00	
3	DIVISION 3 - CONCRETE	LS	1	\$5,705,355.00	\$5,811,500.00	\$5,179,350.00	\$5,802,648.09	\$5,414,000.00	\$5,711,427.00	
4	DIVISION 4 - MASONRY	LS	1	\$262,406.00	\$51,625.00	\$33,720.00	\$35,907.05	\$45,000.00	\$42,096.00	
5	DIVISION 5 - METALS	LS	1	\$380,440.00	\$207,848.00	\$109,795.00	\$92,119.81	\$136,000.00	\$220,242.00	
6	DIVISION 6 - WOOD AND PLASTIC	LS	1	\$0.00	\$1,608.00	\$0.00	\$40,922.12	\$0.00	\$5,425.00	
7	DIVISION 7 - THERMAL AND MOISTURE	LS	1	\$250,698.00	\$416,487.00	\$627,134.00	\$339,266.42	\$615,300.00	\$456,649.00	
8	DIVISION 8 - DOORS AND WINDOWS	LS	1	\$81,763.00	\$55,625.00	\$113,394.00	\$68,683.96	\$42,500.00	\$61,679.00	
9	DIVISION 9 - FINISHES	LS	1	\$78,657.00	\$34,625.00	\$93,227.00	\$164,901.05	\$117,800.00	\$34,745.00	
10	DIVISION 10 - SPECIALTIES	LS	1	\$151,839.00	\$27,332.00	\$118,609.00	\$29,447.72	\$31,100.00	\$117,183.00	
11	DIVISION 11 - EQUIPMENT	LS	1	\$61,374.00	\$98,025.00	\$72,036.00	\$23,469.29	\$81,081.00	\$64,467.00	
12	DIVISION 13 - SPECIAL CONSTRUCTION	LS	1	\$0.00	\$64,820.00	\$64,200.00	\$70,122.00	\$65,000.00	\$0.00	
13	DIVISION 14 - CONVEYING SYSTEMS	LS	1	\$211,627.00	\$174,492.00	\$155,080.00	\$181,238.40	\$155,000.00	\$176,845.00	
14	DIVISION 15 - MECHANICAL	LS	1	\$219,419.00	\$323,637.00	\$317,000.00	\$225,037.68	\$287,800.00	\$365,732.00	
15	DIVISION 16 - ELECTRICAL	LS	1	\$940,621.00	\$1,103,742.00	\$880,000.00	\$954,198.60	\$930,000.00	\$952,573.00	
	<b>BASE BID TOTAL</b>			\$10,321,861.00	\$10,103,760.00	\$10,175,817.00	\$10,230,137.64	\$10,756,769.10	\$11,100,541.00	
	CONTINGENCY ALLOWANCE (5% OF BASE BID)			\$516,093.05	\$505,188.00	\$508,790.85	\$511,506.88	\$537,838.46	\$555,027.05	
	DEDICATED ALLOWANCE ACCOUNT FOR PERMITS (1% OF BASE BID)			\$103,218.61	\$101,037.60	\$101,758.17	\$102,301.38	\$107,567.69	\$111,005.41	
	DEDICATED ALLOWANCE FOR BONDS AND INSURANCE (2% OF BASE BID)			\$206,437.22	\$202,075.20	\$203,516.34	\$204,602.75	\$215,135.38	\$222,010.82	
	<b>GRAND TOTAL (BASE BID PLUS ALLOWANCE ACCOUNTS)</b>			\$11,147,609.88	\$10,912,060.80	\$10,989,882.36	\$11,048,548.65	\$11,617,310.63	\$11,988,584.28	

(1) As Shown on Bid Form

(2) Highlighted items are amounts included on the bid form



# MIAMI DADE COUNTY

## Firm History Report

(excluding A&E)

From: 05/07/2003 To: 05/07/2008

**FIRM NAME:** PEREZ GURRI CORPORATION  
 4990 SW 72 Ave, #104  
 Miami, FL 33155-0000

### PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
W20059	1	GS	GOAL CSBE 32%	03/17/2005	\$3,974,799.00	\$2,860,522.25	11/28/2006	05/23/2007	<ul style="list-style-type: none"> <li>* ALL SPECIALTY SALES, INC. - \$0.00</li> <li>* CEVACON CORP. - \$0.00</li> <li>* DRAPERY CONTROL SYSTEMS, INC. - \$0.00</li> <li>* EMMAN ENTERPRISES, INC. - \$87,445.58</li> <li>* FERNANDEZ CABINET, INC. - \$461,076.68</li> <li>* J B &amp; P PLUMBING, INC. - \$119,243.97</li> <li>* N &amp; J CONSTRUCTION CORPORATION - \$0.00</li> <li>* PRIORITY FIRE COMPANY - \$0.00</li> <li>* SEFORD INDUSTRIES, INC. - \$0.00</li> <li>* SIEMENS BUILDING TECHNOLOGIES, INC. - \$0.00</li> <li>* STATEWIDE ELECTRICAL SERVICES, INC. - \$659,816.63</li> <li>* THORNTON CONSTRUCTION COMPANY, INC. - \$0.00</li> </ul>
					<u>\$3,974,799.00</u>				
W30028 (7360)	1	GS	NO MEASURE	10/13/2005	\$695,156.64	\$0.00	11/28/2006		
					<u>\$695,156.64</u>				

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\* Indicates closed or expired contracts



# MIAMI DADE COUNTY

## Firm History Report

(excluding A&E)

From: 05/07/2003 To: 05/07/2008

**FIRM NAME:** PEREZ GURRI CORPORATION  
 4990 SW 72 Ave, #104  
 Miami, FL 33155-0000

### PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
W60170	1	GS	GOAL CSBE 25%	08/23/2006	\$5,691,325.50	\$0.00	11/28/2006	05/06/2008	<ul style="list-style-type: none"> <li>* A-1 DURAN ROOFING, INC. - \$0.00</li> <li>* ALL GREEN NURSERY, INC. - \$0.00</li> <li>* AMERICAN GLASS &amp; WINDOW, INC. - \$0.00</li> <li>* CEVACON CORP. - \$0.00</li> <li>* CITY AIR, INC. - \$423,311.00</li> <li>* EMMAN ENTERPRISES, INC. - \$0.00</li> <li>* FERNANDEZ CABINET, INC. - \$16,620.80</li> <li>* GENERAL ASPHALT CO., INC. - \$0.00</li> <li>* GOMEZ QUALITY INSULATION, INC. - \$0.00</li> <li>* J B &amp; P PLUMBING, INC. - \$55,056.40</li> <li>* K &amp; J CONTRACTORS, INC. - \$0.00</li> <li>* LISMARC, INC. - \$36,877.40</li> <li>* LITECRETE, INC. - \$0.00</li> <li>* LOPEFRA CORP. - \$0.00</li> <li>* MASTER EXCAVATORS INC - \$0.00</li> <li>* N &amp; J CONSTRUCTION CORPORATION - \$0.00</li> <li>* PICANES CARPENTRY, INC. - \$0.00</li> <li>* SUPREME CEILING &amp; INTERIOR, INC. - \$18,179.00</li> <li>* THUNDER ELECTRICAL CONTRACTOR, INC. - \$0.00</li> <li>* UNITED FIRE PROTECTION, INC. - \$0.00</li> <li>* UNITED MAINTENANCE &amp; PROTECTION SERVICES, INC. - \$0.00</li> </ul>
Change Order # 1 OCT-16-07					\$167,881.10				
					\$5,859,206.60				

POBR0700734 40756 RE-BID	1	PR	SET ASIDE CSBE	08/11/2008	\$507,500.00				
CRANDON ADVENTURE OFFICE RENOVATION			100%						
					\$507,500.00				

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**MIAMI DADE COUNTY**  
**Firm History Report**  
*(excluding A&E)*

From: 05/07/2003 To: 05/07/2008

**FIRM NAME: PEREZ GURRI CORPORATION**  
**4990 SW 72 Ave, #104**  
**Miami, FL 33155-0000**

**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
Total Award Amount					\$10,888,781.14				
Total Change Orders Approved by BCC					\$167,881				
Total Change Orders Approved After Requested Date Range					\$0.00				
Total Change Orders Pending					\$0.00				
Total Change Orders Approved After Requested Date Range					\$11,036,662.24				
Total Change Orders Pending					\$11,036,662.24				

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**MIAMI-DADE COUNTY, FLORIDA**  
**Capital Improvements Information System**

All Contracts for FEIN 200602302

**Perez Gurri Corporation dba N & J Construction Corporation**

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status
5	SP	CON	2006.019R	Terminal D Parking Garage Re-B	Perez Gurri Corporation dba N	N/A	\$9,664,300	4/9/2008	0% / Not Started
0	PR	7040	40756_Re-bid.2	CRANDON ADVENTURE OFFICE RENOV	Perez Gurri Corporation dba N	5/29/2007	\$445,000	10/18/2007	0% / Termination for Convenience
5	GS	CON	W20059	Renovation of Courthouse Cente	Perez Gurri Corporation dba N	7/1/2006	\$3,580,900	11/6/2006	100% / Work Complete
11	GS	CON	W60170	Kendale Lakes Prototype Branch	Perez Gurri Corporation dba N	5/20/2008	\$5,361,881	12/11/2007	Pending Close-D 85% / Ahead of Schedule
Totals:							4		\$19,052,081

\* Yellow Status=Inactive Contract

Contracts Status View MCC Status View Exit Projects Goto Top

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## Capital Improvements Information System Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
GS	<u>W20059</u>	CON	<u>Perez Gurri Corporation dba N &amp; J Construction Corporation</u>	<u>10/19/2006</u>		Interim	<u>3.6</u>
GS	<u>W60170</u>	CON	<u>Perez Gurri Corporation dba N &amp; J Construction Corporation</u>	<u>7/10/2007</u>	Ruth Castellanos	None	<u>3.3</u>
GS	<u>W60170</u>	CON	<u>Perez Gurri Corporation dba N &amp; J Construction Corporation</u>	<u>10/24/2007</u>	Marc LaFrance	Completion of construction	<u>3.6</u>
GS	<u>W30028</u>	7360	<u>Perez Gurri Corporation dba N &amp; J Construction Corporation</u>	<u>10/13/2006</u>	Julio Navarro	None	<u>3.4</u>

Evaluation Count: 4 Contractors: 1 Average Evaluation: 3.5

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC TRANSPORTATION  
08/07  
Page 1 of 14

Financial Project No.: 42364419401 <small>(Item-segment-phase-sequence)</small>	Fund: DS Function: 639 Federal No.:	FLAIR Approp.: 088794 FLAIR Obj.: 750005 Org. Code: 55062020629
Contract No.: AP136	DUNS No.: 004148202	Vendor No.: F596000573253
CFDA Number:	CSFA Number: 750004	

THIS AGREEMENT, made and entered into this 6 day of March, 2008,  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and Miami-Dade County Seaport Department  
1015 North America Way, 2nd Floor, Miami FL 33132  
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed  
on or before 06/30/2010 and this Agreement will expire unless a time extension is provided  
in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,  
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including  
the implementation of an integrated and balanced transportation system and is authorized under  
311.07 and 311.09  
Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree  
as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is  
for the construction of "Terminal D Parking Garage" contract number 2006.019 at the Port of Miami. Eligible items are  
those pertaining specifically to the construction of the parking structure. No other expenses incurred by the Agency shall  
be reimbursed under this agreement. Travel, administrative expenses, and Agency's in-house staff time are specifically  
excluded from eligibility under this agreement. According to F.S. 311 section (3)(a) Program funds shall be used to fund  
approved projects on a 50-50 matching basis.

and as further described in Exhibit(s) A, B, C, and D attached hereto and by this reference made a part  
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the  
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the  
project will be undertaken and completed.

## 2.00 Accomplishment of the Project

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ 10,709,300. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 4,425,000. as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage  is  is not applicable. If applicable, \_\_\_\_\_ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

#### **6.00 Project Budget and Payment Provisions:**

**6.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Payment Provisions:** Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

#### **7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**7.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**7.62 Audits:**

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II State Funded:** If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

FDOT-Public Transportation Office  
1000 NW 111th Ave., Rm 6114  
Miami, FL 33172

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

FDOT-Public Transportation Office  
1000 NW 111th Ave., Rm 6114  
Miami, FL 33172

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

FDOT-Public Transportation Office  
1000 NW 111th Ave., Rm 6114  
Miami, FL 33172

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:

FDOT-Public Transportation Office  
1000 NW 111th Ave., Rm 6114  
Miami, FL 33172
  - B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - A. The Department at each of the following addresses:

FDOT-Public Transportation Office  
1000 NW 111th Ave., Rm 6114  
Miami, FL 33172
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**7.63 Record Retention:** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

**7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

**7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

## 8.00 Requisitions and Payments:

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District VI \_\_\_\_\_ Public Transportation Office 1000 NW 111th Ave., Rm 6114 Miami \_\_\_\_\_, FL, 33172 \_\_\_\_\_ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

**8.12** Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**8.13** For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein;  
or

**8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**8.30 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

**9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

**11.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

**12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**12.31 DBE Policy:** It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

**12.32 DBE Obligation:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

**12.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

**13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

**13.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**13.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**13.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

#### **14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**14.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**14.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**14.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**17.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before 06/30/2010. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary or Designee. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

**18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

**19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**21.00 Restrictions on Lobbying:**

**21.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**21.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

**22.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

**23.00 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**24.00 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 42364419401

Contract No. AP136

Agreement Date March 6, 2008

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Miami-Dade County Seaport Department  
AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)  
[Signature]  
SIGNATURE

[Signature]  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION  
[Signature]  
DEPARTMENT OF TRANSPORTATION

Director of Transportation Systems Development  
TITLE



*Handwritten note:* Hand print  
put by Clerk 2/27/08

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
JMM  
Assistant County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #AP136    Contract Type: AH                    Method of Procurement: G  
 Vendor Name: PORT  
 Vendor ID: VF596000573253  
 Beginning date of this Agmt: 01/14/08  
 Ending date of this Agmt: 06/30/10  
 Contract Total/Budgetary Ceiling: ct = \$100,000.00

\*\*\*\*\*  
 Description:  
 Contruction of New Parking Garage D at the Port of Miami

\*\*\*\*\*  
 ORG-CODE       \*EO   \*OBJECT \*AMOUNT                    \*FIN PROJECT \*FCT \*CFDA  
 (FISCAL YEAR)    \*BUDGET ENTITY                    \*CATEGORY/CAT YEAR  
 AMENDMENT ID    \*SEQ.   \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
 \*\*\*\*\*

Action: ORIGINAL                    Funds have been: APPROVED

55 062020629	*PT	*750005	*	100000.00	*42364419401	*639	*
2008		*55100100			*088794/08		
0001		*00	*		*0001/04		

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 TOTAL AMOUNT:    \*\$       100,000.00 \*  
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FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
 DATE: 01/11/2008

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #AP136 Contract Type: AH Method of Procurement: G  
Vendor Name: PORT  
Vendor ID: VF596000573253  
Beginning date of this Agmt: 01/14/08  
Ending date of this Agmt: 06/30/10  
Contract Total/Budgetary Ceiling: bc = \$4,425,000.00

\*\*\*\*\*  
Description:  
42364419401;

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
\*\*\*\*\*

Action: Funds have been: REVIEWED\*

55 062020629 \*PT \*750005 \* 4325000.00 \*42364419401 \*639 \*  
2009 55100100 088794 09  
A001 \*00 \* \* /04

\*Funds Approval and encumbrance processing is contingent upon Annual  
Legislative appropriation.

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TOTAL AMOUNT: \*\$ 4,325,000.00 \*  
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FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 01/15/2008

ITEM NO.: 4236441 94 01  
CONTRACT NO.: AP136

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Miami-Dade County Seaport Department.

Dated March 6, 2008.

PROJECT LOCATION: Port of Miami, Miami-Dade County

PROJECT DESCRIPTION: The purpose of this agreement is for the construction of "Terminal D Parking Garage" contract number 2006.019 at the Port of Miami. Eligible items are those pertaining specifically to the construction of the parking structure. No other expenses incurred by the Agency shall be reimbursed under this agreement. Travel, administrative expenses, and Agency's in-house staff time are specifically excluded from eligibility under this agreement. According to F.S. 311 section (3) (a) Program funds shall be used to fund approved projects on a 50-50 matching basis.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

**OTHER REQUIREMENTS**

Funds encumbered for this contract will be forfeited if not expended within five years of the fiscal year of encumbrance.

### THIRD PARTY CONTRACTS

The Department must approve third party contracts pursuant to Paragraph 12.00 except that written approval is hereby granted for:

1. Contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved project scope and/or quantities.
2. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
3. Contracts, purchase orders, and construction change orders that exceed the current JPA budget, provided they are within the threshold limits of Category Three, as defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities.

This approval does not represent a State financial commitment for funds exceeding the current JPA budget unless and until the JPA is supplemented to provide for the additional cost.

In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

**EXHIBIT "B"**  
**PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Miami-Dade County Seaport Department.

Dated March 6, 2008.

PROJECT COST:

Estimated Project Cost \$10,709,300.

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II. FUND PARTICIPATION:

Maximum Federal Participation  
FTA Discretionary \$ 0

Public Agency Participation  
Other \$6,284,300.

Maximum Department Participation,  
Primary  
(DS & PORT) \$4,425,000.

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**TOTAL PROJECT COST \$10,709,300.**

*"It is the intent of the Department to participate for a total Department share of \$4,425,000. Reimbursements will not exceed 50% of the total non-federal share of eligible project cost."*

**EXHIBIT "C"**  
**(GENERAL)**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Miami-Dade County Seaport Department.

Dated March 6, 2008.

**This Agreement is in conformance with Section 311.07, and Chapter 311.09, Florida Statutes and Department's Procedure 725-085-001-c.**

- A. Cost incurred after the execution date of this agreement shall be eligible for reimbursement under this Agreement.
- B. The Agency must submit an invoice to the Department no later than One Hundred Twenty (120) days after the period of services covered by said invoice, failure to do so will result in this invoice being rejected.
- C. In accordance with Chapter 341.053, F.S., if funds are made available over more than one fiscal year, this Joint Participation Agreement shall be amended and / or supplemented to reflect the entire scope of the project approved in the seaport security plan and, as practicable, allow for reimbursement for authorized projects over more than one year.
- D. The Department requires an audit of the completed project to assure proper use of the funds of the Department, the Agency, and those from any other source with respect to the Project. Audits shall be performed in accordance with Office of Management and Budget (OMB) Circular A-133 and may be supplemented by audits performed by the Department's Office of Inspector General.

EXHIBIT D

Financial Project No. 42364419401  
Contract No. AP136

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

**FEDERAL RESOURCES**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Compliance Requirements

- 1.
- 2.
- 3.

**STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.005 Seaport Grants	\$4,425,000.00

**Compliance Requirements**

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements

**Activities Allowed**

Projects eligible for funding by grants under this program are limited to the following port facilities or port transportation projects:

1. Transportation facilities within the jurisdiction of the port.
2. The dredging or deepening of channels, turning basins, or harbors.
3. The construction or rehabilitation of wharves, docks, structures, jetties, piers, storage facilities, cruise terminals, automated people mover systems, or any facilities necessary or useful in connection with any of the foregoing.
4. The acquisition of container cranes or other mechanized equipment used in the movement of cargo or passengers in international commerce.
5. The acquisition of land to be used for port purposes.
6. The acquisition, improvement, enlargement, or extension of existing port facilities.
7. Environmental protection projects which are necessary because of requirements imposed by a state agency as a condition of a permit or other form of state approval which are necessary for environmental mitigation required as a condition of a state, federal, or local environmental permit, which are necessary

**EXHIBIT D**

for the acquisition of spoil disposal sites and improvements to existing and future spoil sites; or which results from funding of eligible projects.

8. Transportation facilities as defined in Section 334.03(31), Florida Statutes, which are not otherwise part of the Department's adopted work program.

9. Seaport intermodal access projects identified in the 5-year Florida Seaport Mission Plan as provided in Section 311.09(3), Florida Statutes.  
(Section 311.07(3)(b), Florida Statutes)

**Allowable Costs:** Eligible costs include design and engineering, permitting costs, environmental protection projects (defined in Section 311.07(3)(b)(7)), Florida Statutes, construction of the port transportation project, right of way acquisition, relocation of electric utilities, drainage, railroad spurs, water lines, sewer lines, and other infrastructure costs associated with construction of the port transportation project. Cost associated with preparation of the application or administration of the project are not eligible costs. (Rule 14B-1.001(9), Florida Administrative Code)

**Matching**

Such revenues shall be distributed on a 50-50 matching basis to any port listed in Section 311.09(1) to be used for funding projects as described in Section 311.07(3)(b).

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Compliance Requirements

- 1.
- 2.
- 3.

**NOTE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

CONSTRUCTION CONTRACT

STATE OF \_\_\_\_\_) ss.:

COUNTY OF \_\_\_\_\_)

THIS AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County and **Perez-Gurri Corporation dba N & J Construction Corporation** hereinafter called the Contractor:

WITNESSETH, that the said Contractor for and in consideration of the payments hereinafter specified and agreed to be made by Miami-Dade County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor required to complete **Project No. 2006.019R**, entitled, TERMINAL D PARKING GARAGE RE-BID, within the time specified, in strict and entire conformity with the Contract Documents hereinafter listed, which are hereby incorporated into this Contract by reference:

Contract Documents:            Conformed Contract Specifications and Drawings

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless Miami-Dade County and all its officers and agents against and from all suits and costs of every kind and description, and from all damages to which the said Miami-Dade County or any of its officers and agents may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or his agent or agents, employees or servants.

The Contractor agrees that the requirements of this contract are reasonable and achievable.

The Contractor further agrees that the Rates of Wages for all laborers, mechanics and apprentices employed by the Contractor or any Subcontractor shall be not less than the prevailing rate of wages for similar skills or classifications, all in accordance with Section 215.19, Florida Statutes, which said Section is hereby incorporated into this Contract by reference, or in accordance with the decision of the Secretary of Labor of the United States Department of Labor, as applicable and all provisions thereof shall be strictly complied with by the Contractor and his Subcontractors.

In consideration of the premises, Miami-Dade County hereby agrees to pay to the Contractor for said work, when fully completed, the total sum of **Ten million four hundred and thirty-seven thousand four hundred and forty-four dollars and 00/100 (\$10,437,444.00)**, being the amount obtained from either the aggregate lump sum prices, the application of unit prices to the quantities shown in the Bid Form or the combination of both.

The total sum is subject to such additions and deductions as may be provided for in the Contract Documents.

Payments on account will be made as provided for in the Contract Documents.

In Witness whereof, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first above written.

(OFFICIAL SEAL)

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

ATTEST:

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Manager

Approved by County Attorney  
as to Form and Legal Sufficiency \_\_\_\_\_

When Contractor is an individual:

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(printed name of individual)

\_\_\_\_\_  
(address)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_ )ss.:

COUNTY OF \_\_\_\_\_ )

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_ . He / She is personally known to  
(Affiant)

me or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal:

When Contractor is a sole proprietorship or operates under a trade name:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(printed name of firm)

By: \_\_\_\_\_  
(signature of individual)

\_\_\_\_\_  
(printed name of individual)

\_\_\_\_\_  
(address)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_ ) ss:

COUNTY OF \_\_\_\_\_ )

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_ . He / She is personally known to me  
(Affiant)

or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal:

When Contractor is a partnership:

_____	(printed name of partnership)
Witness _____	By _____
_____	(signature of partner)
Witness _____	(printed name of partner)
_____	_____
_____	(address)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_) ss.:

COUNTY OF \_\_\_\_\_)

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_ . He / She is personally known to me  
(Affiant)

or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal:

When Contractor is a corporation:

(CORPORATE SEAL)

Perez-Gurri Corporation d/b/a N & J Construction  
(printed name of corporation)

Florida  
(printed state of incorporation)

By: \_\_\_\_\_  
(signature of president or vice-president & capacity)

John Perez-Gurri President  
(printed name of president or vice-president & capacity)

By: \_\_\_\_\_  
(signature of secretary or assistant secretary & capacity)

John Perez-Gurri, Secretary  
(printed name of secretary or assistant secretary & capacity)

4990 SW 72 Avenue, Suite 104

Miami, Florida 33155

(business address of corporation)

ACKNOWLEDGMENT:

STATE OF Florida ) ss.:

COUNTY OF Miami Dade )

Before me personally appeared John Perez-Gurri, as President, to me well known or has presented Florida Drivers License as

(Type of Identification)

identification and John Perez-Gurri, as Secretary, to me well known or has presented Florida Drivers License a

(Type of Identification)

identification and known to me to be the individuals described in and who executed the foregoing instrument as \_\_\_\_\_ President and \_\_\_\_\_ Secretary of the above named Perez-Gurri Corporation d/b/a N & J Construction a Corporation, and severally acknowledged that they executed such instrument as President and \_\_\_\_\_ Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

SUBSCRIBED AND SWORN TO (or affirmed) before me on May 21, 2008  
(Date)

John Perez-Gurri  
by \_\_\_\_\_ He / She is personally known to me  
(Affiant)

or has presented Florida Drivers License as identification.  
(Type of Identification)

Anamarys Armas Perez  
(Signature of Notary) \_\_\_\_\_ (Serial Number)

Anamarys Armas Perez  
(Print or Stamp Name of Notary) \_\_\_\_\_ (Expiration Date)

Notary Public Florida  
(State)

Notary Seal:



When Contractor is a joint venture:

\_\_\_\_\_  
(printed name of joint venture)

\_\_\_\_\_  
(business address of joint venture)

Note: Complete in accordance with Article 10 of the Instructions to Bidders.

**PROJECT TITLE: TERMINAL D PARKING GARAGE RE-BID**

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED BIDDER AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN ELEVEN (11) MONTHS AFTER THE EFFECTIVE DATE OF NOTICE TO PROCEED.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Division 1 - General Requirements	1	LS	\$ 342,100	\$ 342,100
2	Division 2 - Sitework	1	LS	\$ 1,615,100	\$ 1,615,100
3	Division 3 - Concrete	1	LS	\$ 5,347,900	\$ 5,347,900
4	Division 4 - Masonry	1	LS	\$ 39,100	\$ 39,100
5	Division 5 - Metals	1	LS	\$ 151,000	\$ 151,000
6	Division 6 - Wood and Plastic	1	LS	\$ 600	\$ 600
7	Division 7 - Thermal and Moisture Protection	1	LS	\$ 311,900	\$ 311,900
8	Division 8 - Doors and Windows	1	LS	\$ 80,000	\$ 80,000
9	Division 9 - Finishes	1	LS	\$ 36,800	\$ 36,800
10	Division 10 - Specialties	1	LS	\$ 69,900	\$ 69,900
11	Division 11 - Equipment	1	LS	\$ 77,600	\$ 77,600
12	Division 13 - Special Construction	1	LS	\$ 18,100	\$ 18,100
13	Division 14 - Conveying Systems	1	LS	\$ 183,900	\$ 183,900
14	Division 15 - Mechanical	1	LS	\$ 310,000	\$ 310,000
15	Division 16 - Electrical	1	LS	\$ 1,080,300	\$ 1,080,300

**BASE BID TOTAL**      \$ ~~9,668,300~~ <sup>9,664,300</sup>  
 Contingency Allowance\* (5% of Base Bid)      \$ ~~483,415~~ <sup>483,215</sup>  
 Dedicated Allowance Account for Permits\* (1% of Base Bid)      \$ ~~96,683~~ <sup>96,643</sup>  
 Dedicated Allowance Account for Bonds and Insurance\* (2% of Base Bid)      \$ ~~193,366~~ <sup>193,286</sup>

GRAND TOTAL (Base bid plus allowance accounts)

\$ ~~10,437,444~~ <sup>OH</sup> 10,437,444

TOTAL BID PRICE, THE SUM OF

ten million four hundred ~~sixty-four~~ <sup>thirty-four</sup> thousand four hundred forty four

Dollars

\$

~~10,437,444~~ 10,437,444

THE BIDDER UNDERSTANDS AND AGREES THAT THE ABOVE GRAND TOTAL IS INCLUSIVE OF ALL WORK NECESSARY TO COMPLETE THE WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS, AND IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED BIDDER AGREES TO ENTER INTO AND EXECUTE THE CONTRACT WITH THE NECESSARY BOND AND ACCEPT THE ABOVE TOTAL PRICE AS FULL COMPENSATION FOR THE WORK PERFORMED UNDER THIS CONTRACT.

D. C. CERTIFICATE OF COMPETENCY NO. CGC 018464 BIDDER'S NAME Perez-Gurri Corp. d.b.a N & J Construction

BIDDER'S TELEPHONE NUMBER 786-268-1285 BIDDER'S ADDRESS 4990 SW 72nd Ave Suite 104 Miami, FL 33155

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When Bidder is a Corporation:

In witness whereof, the Bidder hereto has executed this Bid Form this 4 day of MAY 20 08.

Perez-Gurri Corp. d.b.a. N&J Construction

(Printed name of Corporation)

Florida

(Printed State of Incorporation)

(CORPORATE SEAL)

By:

(Signature of President or Vice-President & capacity)

*John Perez-Gurri*

(Printed name of Secretary or Assistant Secretary & capacity)

4990 SW 72nd Ave Suite 104 Miami, FL 33155

(Business Address of Corporation)

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ACKNOWLEDGEMENT:

STATE of Florida )ss.:

COUNTY of Dade )

Before me personally appeared John Perez-Gurri, as President, to me well known or has presented Fla. Drivers License as

(Type of Identification)

identification and John Perez-Gurri, as Secretary, to me well known, or has presented Fla. Drivers License as

(Type of Identification)

identification and known to me to be the person described in and who executed the foregoing instrument as John Paul Galle  
President and John Paul Galle as Secretary of the above name Paul Galle Corp dba MPT Corporation a Corporation, and  
severally acknowledged that they executed such instrument as such John Paul Galle President and John Paul Galle  
Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and  
that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

SUBSCRIBED AND SWORN TO (or affirmed) before me on 5/4/2008 by \_\_\_\_\_ (Affiant)  
(Date)

He/She is personally known to me or has presented FL DL as identification  
(Type of Identification)

Notary Public \_\_\_\_\_ (Serial Number) 5/12/2011 (Expiration Date) \_\_\_\_\_ (State)  
(Signature of Notary)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

Notary Seal:



*[Handwritten signature]*