

# Memorandum



**Date:** October 6, 2009

**To:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

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

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

Agenda Item No. 8(P)(1)(C)

**Subject:** Contract Award Recommendation in the Amount of \$398,852.67 Between Under Power Corp. and Miami-Dade County for the People's Transportation Plan (PTP) Project Entitled Safe Routes to Schools Contract (**Project – CICC 7360-0/08 Request for Price Quotation (RPQ) No. 20090019**)

## **Recommendation**

The attached Contract Award Recommendation for the Safe Routes to Schools Project (Project – CICC 7360-0/08 RPQ No. 20090019), in the amount of \$398,852.67, between Under Power Corp. and Miami-Dade County has been prepared by the Public Works Department (PWD) and is recommended for approval. Proceeds from the Charter County Transit System Sales Surtax (the Surtax) will be used to fund this project, therefore, approval by the Board of County Commissioners (BCC) and Citizens' Independent Transportation Trust (CITT) is required. A Local Agency Program (LAP) Agreement between Miami-Dade County and the Florida Department of Transportation (FDOT) was approved under BCC Resolution 1235-07. The aforementioned Agreement provided the County, with up to \$2,199,415.65 in Safe Routes to Schools Program (SRTS) funds to reimburse the County, for the design and construction of safety related infrastructure improvements at thirteen (13) schools located throughout Miami-Dade County.

## **Scope**

The work to be performed under the life of this contract includes construction of safety related infrastructure improvements at thirteen (13) schools located throughout Miami-Dade County (see attached).

## **Fiscal Impact/Funding Source**

The proposed improvements qualify under the allowable work categories included in the PTP Neighborhood Improvements Section. The base contract amount is \$342,725.60, but the total allocated amount is \$398,852.67, which is inclusive of the contingency and dedicated allowances. This project is being funded up front by the Surtax and is to be reimbursed by the SRTS Program.

## **Delegation of Authority**

No additional authority is being requested within the body of this contract.

## **Track Record/Monitor**

The contractor, Under Power Corp., is currently performing work for PWD at an above satisfactory level as reported by the Project Manager. PWD has reviewed the Office of Capital Improvements (OCI) database and found 42 awarded construction contracts for Under Power Corp. The referenced database also lists a total of 55 contractor performance evaluations (several contracts having two (2) or more evaluations on file, an interim and a project closeout) with an overall performance rating of satisfactory performance (3.3), out of a possible superior (4.0) rating. The remaining contracts are still under construction or in the preliminary stages and do not yet have evaluations on file. In addition, the Department of Small Business Development's (SBD) History of Violation's report lists no violations for this contractor.

Following PWD's standard operating procedures, after award of this contract, a pre-construction meeting will be scheduled. Throughout all PTP projects, the responsible staff person in PWD will be the PTP Coordinator, Mr. Frank Aira, P.E. Following completion of the award process, the project will be assigned to Mr. Oscar Rubio, Project Manager, for day to day responsibilities.

According to the Florida Department of State, Division of Corporations, Under Power Corp., Company Principals are: Rafael Nin and Alexander Tirse and the Company's address is listed as: 7900 NW 60 Street, Miami, Florida 33166.

**Background**

In an effort to carry on the success of the PTP Neighborhood Improvements initiative, PWD continues to take advantage of various contracting mechanisms such as the subject Miscellaneous Construction Contracting process available under OCI contract CICC 7360-0/08. Through this process, PWD forwards the RPQ, by way of facsimile transmission, to a pool of firms that have registered with OCI for the subject trade. Additionally, PWD advertises the project in the Daily Business Review and all solicitations are available on-line through the Miami-Dade County portal under the "Procurement Solicitations" link. The project award evaluation is based upon the lowest sum bid submitted by the responsive, responsible bidder for the project.

PWD staff submitted the referenced project to the SBD Review Committee. The Review Committee met April 1, 2009, reviewed RPQ No. 20090019 and based on this being a federally funded program recommended a 13% (\$129,954.24) Disadvantage Business Enterprise (DBE) participation for this project. Therefore, on May 21, 2009, PWD forwarded an RPQ for the Safe Routes to Schools Contract, utilizing the OCI contract CICC 7360-0/08, to a list of 36 qualified firms. Eighteen (18) firms purchased contract documents and six (6) firms proffered a bid. Under Power Corp. proffered the lowest responsive, responsible base bid of \$342,725.60, 59% below the County's cost estimate; the second lowest bidder, Horsepower Electric, Inc., proffered a base bid of \$424,424.00, 24% over the lowest bidder; the third lowest bidder, Southeast Underground Utilities Corp., proffered a base bid of \$727,815.75, 71% over the second lowest bidder. Under Power Corp. submitted the anticipated DBE Participation Statement committing to utilize Quality Construction Performance, Inc., a certified DBE firm, to perform concrete work at 10% and One Way Stripping, Inc., also a certified DBE firm, to perform pavement marking work at 19%. As a result, on August 3, 2009, PWD issued a recommendation of award for RPQ No. 20090019 to Under Power Corp., with the stipulation that approval of this project must be obtained from the BCC and the CITT due to guidelines associated with the funding source.

The work to be accomplished for this project consists of, but is not limited to, furnishing all supervision, labor, required materials, equipment and tools and performing all operations necessary to add/upgrade pedestrian indication heads and push buttons, school speed zone signs, school crosswalk signs, pavement markings, sidewalks, to enable and encourage students in grades K through 8 to walk and/or bicycle to and from school; to make walking and bicycling to school safer and more appealing; and to facilitate the planning, development, and implementation of projects that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.



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Assistant County Manager

<b>BCC DISTRICT</b>	<b>SCHOOL</b>
3	Lenora B. Smith Elementary School 4700 NW 12 AVENUE MIAMI, FL 33127
2	West Little River Elementary School 2450 NW 84TH STREET MIAMI, FL 33147
2	Lillie C. Evans Elementary School 1895 NW 75TH STREET MIAMI, FL 33147
2	Liberty City Elementary School 1855 NW 71ST STREET MIAMI, FL 33147
3	Kelsey L. Pharr Elementary School 2000 NW 46TH STREET MIAMI, FL 33142
2	Arcola Lake Elementary School 1037 NW 81ST STREET MIAMI, FL 33150
2	Martin Luther King Elementary School 7124 NW 12TH AVENUE MIAMI, FL 33150
3	Orchard Villa Elementary School 5720 NW 13TH AVENUE MIAMI, FL 33142
3	Earlington Heights Elementary School 4750 NW 22ND AVENUE MIAMI, FL 33142
3	Olinda Elementary School 5536 NW 21ST AVENUE MIAMI, FL 33142
3	Charles R. Drew Elementary School 1775 NW 60TH STREET MIAMI, FL 33142
2	Miami Park Elementary School 2225 NW 103RD STREET MIAMI, FL 33147
2	Holmes Elementary School 1895 NW 75TH STREET MIAMI, FL 33147



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** October 6, 2009

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(P)(1)(C)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(P)(1)(C)  
10-6-09

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF \$398,852.67 BETWEEN UNDER POWER CORP. AND MIAMI-DADE COUNTY FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED SAFE ROUTES TO SCHOOLS (PROJECT – CICC 7360-0/08 REQUEST FOR PRICE QUOTATION (RPQ) NO. 20090019); AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the Contract Award Recommendation in the amount of \$398,852.67 between Under Power Corp. and Miami-Dade County for the People's Transportation Plan (PTP) Project Entitled Safe Routes to Schools (Project CICC 7360-0/08 Request for Price Quotation (RPQ) No. 20090019) in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of October, 2009. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission reaffirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

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

Approved by County Attorney as  
to form and legal sufficiency.



Bruce Libhaber

**Date:** August 17, 2009

**To:** Frank Aira, P.E., CFM  
Manager  
Public Works Department

**From:**   
Rodney McMillian  
Special Project Administrator  
Public Works Department

**Subject:** Compliance Review of Construction Bid Submittal:  
Contract No: CICC 7360-0/08  
Request for Price Quotation (RPQ)  
RPQ No. 20090019  
Safe Routes to Schools

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The Public Works Department (PWD), Contracts and Specifications Section (Contracts) has completed its review of the subject RPQ for compliance with the Disadvantaged Business Enterprise (DBE) Program. The contract measure applicable to this RPQ is a 13% DBE Goal.

Contracts received six bids. The apparent lowest, responsive, responsible bidder is Under Power Corp. (Under Power).

Under Power submitted the required Anticipated DBE Participation Statement committing to utilize Quality Construction Performance, Inc. (Quality Construction), a certified DBE firm, to perform concrete work at 10% and One Way Stripping, Inc. (One Way), also a certified DBE firm, to perform pavement marking work at 19%. Quality Construction and One Way are also listed on the Construction Contractors Bid Opportunity List confirming participation on this Florida Department of Transportation (FDOT) assisted contract. Under Power has fulfilled the contract measure requirement and is in compliance with the applicable requirements of the RPQ.

If any additional information is needed, please call me at (305) 375-5320.

RM/rm

Attachments: Under Power's DBE Participation Forms, Alfredo Munoz, PWD

C: Alfredo Munoz, PWD  
File



## Dept. of Small Business Development Project Worksheet

Project/Contract Title:	SAFE ROUTES TO SCHOOL	RC Date:	04/01/2009
Project/Contract No:	RPQ NO. 30090019	Funding Source:	Item No: 5-01
Department:	PUBLIC WORKS DEPARTMENT	CAPITAL OUTLAY RESERVE(COR)	Resubmittal Date(s):
Estimated Cost of Project/Bid:	\$999,648.00		

**Description of Project/Bid:** THE SAFE ROUTES TO SCHOOL PROGRAM (SRTS) WAS AUTHORIZED IN AUGUST 2005 BY SECTION 1404 OF THE FEDERAL TRANSPORTATION ACT, SAFETEA-LU (THE SAFE, ACCOUNTABLE, FLEXIBLE, AND EFFICIENT TRANSPORTATION EQUITY ACT: A LEGACY FOR USERS). THIS PROGRAM WILL PROVIDE A TOTAL OF \$612 MILLION IN FEDERAL-AID (HIGHWAY FUNDS TO STATE DEPARTMENTS OF TRANSPORTATION (DOTS) OVER FIVE FEDERAL FISCAL YEARS (FY2005-2009), TO MAKE IT SAFER, EASIER AND MORE FUN FOR CHILDREN IN GRADES K THROUGH 8, TO WALK OR BICYCLE TO AND FROM SCHOOL.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	DBE	13.00%

**Reasons for Recommendation**

THIS IS A FEDERALLY FUNDED PROJECT.

Analysis for Recommendation of a Goal				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	DBE	\$129,954.24	13.00%	787
<b>Total</b>		\$129,954.24	13.00%	

Living Wages: YES  NO 
 Highway: YES  NO 
 Heavy Construction: YES  NO

Responsible Wages: YES  NO 
 Building: YES  NO

*Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds*

REVIEW COMMITTEE RECOMMENDATION			
Tier I Set Aside _____			
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____	Goal _____	Bid Preference _____	
No Measure _____	Deferred _____	Selection Factor _____	
Chairperson, Review Committee _____	Date _____	SHD Director _____	Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**ANTICIPATED DBE PARTICIPATION STATEMENT**

275-030-11  
 EQUAL OPPORTUNITY OFFICE  
 02/08  
 Page 2 of 8

1. FINANCIAL PROJECT NO. 20090019		2. FAP NO.		3. CONTRACT NO. CKC 730-0108		4. COUNTY(IES) MIAMI - DADE		5. DISTRICT	
6. PRIME CONTRACTOR NAME UNDER POWER CORP						7. FEID NUMBER 65-0445173			
8. CONTRACT DOLLAR AMOUNT \$ 342,725.60						9. REVISION? <input checked="" type="checkbox"/> IF YES, REVISION NUMBER:			
10. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED "DBE"? (DISADVANTAGED BUSINESS ENTERPRISE) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES				11. IS THE WORK OF THIS CONTRACT CONSTRUCTION <input checked="" type="checkbox"/> OR MAINTENANCE <input type="checkbox"/> ?					
12. ANTICIPATED DBE SUBCONTRACTS:									
DBE SUBCONTRACTOR or SUPPLIER		TYPE OF WORK/SPECIALTY			DOLLAR AMOUNT		PERCENT OF CONTRACT DOLLARS		
A	QUALITY CONSTRUCTION PERFORMANCE, INC.	CONCRETE			\$34,960.00		10%		
B	ONE WAY STRIPPING, INC.	STRIPING			\$65,505.00		19%		
C									
D									
E									
F					11A TOTAL DOLLARS TO DBE'S \$0.00		11B TOTAL PERCENT OF CONTRACT 0.00%		
					\$100,465.00		29%		
13. SUBMITTED BY ALEXANDER TIRSE				12. DATE 6/14/09		13. TITLE OF SUBMITTER SR VICE PRES			
14. EMAIL ADDRESS OF SUBMITTER A.TIRSE@UNDERPOWERCORP.COM					15. FAX NUMBER 305-468-9955		16. PHONE NUMBER 305-468-9900		
NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL STATE AND FEDERALLY FUNDED FDOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT THE PRE CONSTRUCTION OR PRE WORK CONFERENCE. FDOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.									
<b>THE FOLLOWING SECTIONS ARE FOR FDOT USE</b>									
DIS T	17. PROCESSED BY		18. DATE TO EO OFFICE		19. LETTING DATE		20. EXECUTED DATE		21. PRECON CONF DATE
	22. SUBMITTED TO EO BY		<input type="checkbox"/> FAX <input type="checkbox"/> EMAIL <input type="checkbox"/> SHARED FOLDER						
EO OFC	23. INCLUDED IN DBE PARTICIPATION REPORT OF (M/D/Y)								

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONSTRUCTION CONTRACTORS  
 BID OPPORTUNITY LIST**

275-030-11  
 EQUAL OPPORTUNITY OFFICE  
 02/08  
 Page 8 of 8

Please complete and mail or fax to:  
 Equal Opportunity Office  
 605 Suwannee St., MS 65  
 Tallahassee, FL 32399-0450  
 TELEPHONE: (850) 414-4747  
 FAX: (850) 414-4879

This information may also be included in your bid or proposal package.

Prime Contractor/Consultant: UNDER POWER CORP  
 Address/Telephone Number: 7900 NW 60 ST MIAMI, FL 33166 / 305-468-9900  
 Bid/Proposal Number: 20090019  
 Quote Submitted MM/YR: 06 | 09

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos. 1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

- |   |   |  |
|---|---|--|
| 1. Federal Tax ID Number: <u>65-0445173</u> | 6. <input type="checkbox"/> DBE             | 8. Annual Gross Receipts                                       |
| 2. Firm Name: <u>UNDER POWER CORP</u>       | <input checked="" type="checkbox"/> Non-DBE | <input type="checkbox"/> Less than \$1 million                 |
| 3. Phone: <u>305-468-9900</u>               |   | <input type="checkbox"/> Between \$1 - \$5 million             |
| 4. Address: <u>7900 NW 60 ST</u>            | 7. <input type="checkbox"/> Subcontractor   | <input checked="" type="checkbox"/> Between \$5 - \$10 million |
| <u>MIAMI, FL 33166</u>                      | <input type="checkbox"/> Subconsultant      | <input type="checkbox"/> Between \$10 - \$15 million           |
|   |   | <input type="checkbox"/> More than \$15 million                |
| 5. Year Firm Established: <u>1993</u>       |   |  |

- |  |  |   |
|--|--|---|
| 1. Federal Tax ID Number: <u>20-1187043</u>        | 6. <input checked="" type="checkbox"/> DBE           | 8. Annual Gross Receipts                                      |
| 2. Firm Name: <u>QUALITY CONSTRUCTION PARTNERS</u> | <input type="checkbox"/> Non-DBE                     | <input type="checkbox"/> Less than \$1 million                |
| 3. Phone: <u>305-592-6353</u>                      |  | <input checked="" type="checkbox"/> Between \$1 - \$5 million |
| 4. Address: <u>2451 NW 109 AVE</u>                 | 7. <input checked="" type="checkbox"/> Subcontractor | <input type="checkbox"/> Between \$5 - \$10 million           |
| <u>UNIS 2, MIAMI, FL 33172</u>                     | <input type="checkbox"/> Subconsultant               | <input type="checkbox"/> Between \$10 - \$15 million          |
|  |  | <input type="checkbox"/> More than \$15 million               |
| 5. Year Firm Established: _____                    |  |   |

- |   |  |   |
|---|--|---|
| 1. Federal Tax ID Number: <u>20-0562170</u> | 6. <input checked="" type="checkbox"/> DBE           | 8. Annual Gross Receipts                                  |
| 2. Firm Name: <u>ONE WAY SUPPLIES, INC.</u> | <input type="checkbox"/> Non-DBE                     | <input checked="" type="checkbox"/> Less than \$1 million |
| 3. Phone: <u>305-722-0384</u>               |  | <input type="checkbox"/> Between \$1 - \$5 million        |
| 4. Address: <u>8450 NW 164 ST</u>           | 7. <input checked="" type="checkbox"/> Subcontractor | <input type="checkbox"/> Between \$5 - \$10 million       |
| <u>MIAMI LAKES, FL 33016</u>                | <input type="checkbox"/> Subconsultant               | <input type="checkbox"/> Between \$10 - \$15 million      |
|   |  | <input type="checkbox"/> More than \$15 million           |
| 5. Year Firm Established: <u>2000</u>       |  |   |

**DBE AFFIRMATIVE ACTION PLAN**

**POLICY STATEMENT**

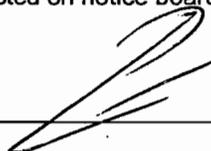
It is the policy of UNDER POWER CORP that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the **opportunity** to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and UNDER POWER CORP Subcontractors and/or suppliers to UNDER POWER CORP will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

UNDER POWER CORP, and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the **opportunity** to compete and perform work contracted with the Florida Department of Transportation.

UNDER POWER CORP, and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with the Department of Transportation.

UNDER POWER CORP, has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout UNDER POWER CORP and to disadvantaged controlled businesses. The statement is posted on notice boards of the Company.

x  RAFAEL NIN, President

x 6/14/09  
Date

**I. DESIGNATION OF LIAISON OFFICER**

UNDER POWER CORP will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all Florida Department of Transportation contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by the Florida Department of Transportation, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the Florida Department of Transportation.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of the Florida Department Transportation.

(Liaison Officer's Name) ALEXANDER TIRRE  
(Your Company's Name) UNDER POWER CORP  
(Your Company's Address) 7900 NW 60 ST MIAMI, FL 33166  
(Phone Number for Liaison Officer) 305-468-9900  
(Enter FEIN or Tax Id Number) 65-0445173

**II. AFFIRMATIVE ACTION METHODS**

In order to formulate a realistic Affirmative Action Plan, UNDER POWER CORP has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform Florida Department of Transportation work;
3. Lack of interest in performing on Florida Department of Transportation contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of Florida Department of Transportation plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of UNDER POWER CORP to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the Florida Department of Transportation. UNDER POWER CORP will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the Florida Department of Transportation to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.

Under Power Corp understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

### III. IMPLEMENTATION

On contracts with specific DBE goals, Under Power Corp will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the Company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

### IV. REPORTING

Under Power Corp shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan.

The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all Florida Department of Transportation projects;
4. The Company shall comply with Florida Department of Transportation's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

### V. DBE DIRECTORY

Under Power Corp will utilize the DBE Directory published by the Florida Department of Transportation.

The Company will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.

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**BizNet Profile: ONE WAY STRIPPING INC**


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<b>Name:</b> ONE WAY STRIPPING INC
<b>Business Description:</b> PAINTING AND WALL COVERING CONTRACTORS
<b>Street:</b> 8450 NW 164TH STREET
<b>City:</b> MIAMI LAKES <b>State:</b> <b>Zip:</b> 33016-0000
<b>County:</b> DADE <b>District:</b>
<b>Phone:</b> (305) 322-0384 <b>Fax:</b> (786) 313-0101
<b>E-mail:</b> herryman1921@aol.com
<b>Work Location:</b>
<b>County:</b>
<b>District:</b>
<b>Contact:</b> WILLIAM HERRYMAN JR
<b>UCP Cert. DBE State Cert.:</b> OBE <b>UCP Certifying Member:</b> MDC
<b>First SC: First NAICS:</b> 23832
<b>2nd SC: 3rd SC: 4th SC: 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:</b>
<b>2nd NAICS: 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:</b>

<b>NOTE:</b>
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OBE stands for Other Business Enterprise indicating that the firm is not certified.
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**Florida Department of Transportation 2008.**

14

**BizNet Profile: QUALITY CONSTRUCTION PERFORMANCE INC**

<b>Name:</b> QUALITY CONSTRUCTION PERFORMANCE INC
<b>Business Description:</b> SPECIAL TRADE AND CONCRETE CONTRACTORS
<b>Street:</b> 2451 NW 109TH AVENUE SUITE 2
<b>City:</b> MIAMI <b>State:</b> FL <b>Zip:</b> 33172-0000
<b>County:</b> DADE <b>District:</b>
<b>Phone:</b> (305) 592-6353 <b>Fax:</b> (305) 592-6354
<b>E-mail:</b> <a href="mailto:gustavobustosuh@hotmail.com">gustavobustosuh@hotmail.com</a>
<b>Work Location:</b>
<b>County:</b>
<b>District:</b>
<b>Contact:</b> GUSTAVO BUSTOS
<b>UCP Cert. DBE State Cert.:</b> OBE <b>UCP Certifying Member:</b> MDC
<b>First SC: First NAICS:</b> 23899
<b>2nd SC: 3rd SC: 4th SC: 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:</b>
<b>2nd NAICS: 23731 3rd NAICS: 23812 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:</b>

**NOTE:**

OBE stands for Other Business Enterprise indicating that the firm is not certified.

**Florida Department of Transportation 2008.**

15



Carlos Alvarez, Mayor

August 3, 2009

Hold

**CERTIFIED MAIL No.**

7008 3230 0002 6734 9424

**FACSIMILE; TELEPHONE No.**

305-468-9955; 305-468-9900

Mr. Alex Tirse  
Under Power Corp.  
1380 N.W. 78<sup>th</sup> Avenue  
Doral, Florida 33126

Re: **Recommendation for Award**  
Public Works Department (PWD)  
Request for Price Quotation (RPQ) No. 20090019 – CICC 7360-0/08  
People's Transportation Plan (PTP) Safe Route to Schools

Dear Mr. Tirse:

This letter will serve as your notification that you have been recommended for award for the above referenced RPQ based on your Price Quotation submitted on Monday, June 29, 2009. The total RPQ amount is for three hundred ninety-eight thousand eight hundred fifty-two dollars and sixty-seven cents (\$398,852.67). This includes a base contract amount of three hundred forty-two thousand seven hundred twenty-five dollars and sixty cents (\$342,725.60), a contingency amount of thirty-four thousand two hundred seventy-two dollars and fifty-six cents (\$34,272.56), and dedicated allowances totaling twenty-one thousand eight hundred fifty-four dollars and fifty-one cents (\$21,854.51). The contract duration is established as **270-calendar days**. However, the award is contingent upon the submission of the required items listed below:

1. Performance and Payment Bond as required in Contract No. CICC 7360-0/08, Section 2.0 Special Conditions, Page 16, Article 2.11, **PERFORMANCE AND PAYMENT BOND**. (The **original attached documents** must be used and three (3) copies must be provided).
2. Letter from Bonding Agent granting Miami-Dade County authorization to date the Performance Bond.
3. Copies of current insurance certificates.
4. Copies of required license(s).

The preceding documents are required as outlined within Contract CICC-7360-0/08 and to be submitted within 10 business days. Failure to submit the document(s) within the specified time, or any extension granted, will result in the award being rescinded. Subsequent to the review and approval of the aforementioned documents, you are required to obtain the required permits in the time stipulated in the RPQ. Upon obtaining the permit(s), a copy(s) must be submitted to the Project Manager prior to commencement of work. No work is to be performed without a permit unless the Project Manager issues a written directive to proceed without permit(s).

Page 2  
Recommendation of Award  
RPQ No. 20090019

After receipt of the permits the Project Manager will schedule a Pre-Construction Conference and issue a Notice to Proceed authorizing the performance of the work.

This letter will also serve as a reminder that all work must be performed according to the scope of work and contract's terms and conditions, all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations.

Further, it shall be understood that since proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this contract, no award of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and 2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

**Please contact Mr. Ultimo De Oliveira, OCI office, at (305) 375-5265 to insure that your file is complete for award consideration.**

Should you have any questions please contact me at (305) 375-2930.

Sincerely,



Frank Aira, P.E., CFM  
Manager, Public Works Department

FA:lc

- C: Esther L. Calas, P.E., PWD
- Johnny Martinez, OCI
- Penelope Townsley, SBD
- Antonio Cotarelo, P.E., PWD
- Bassam Moubayed, PWD
- Duane Kopp, P.E., PWD
- Joaquin Rabassa, P.E., PWD
- Orky Rodriguez, PWD
- Alfredo Muñoz, P.E., PWD
- Alvaro Castro, PWD
- Patrice King, SBD
- Traci Adams-Parish, SBD
- Clerk of the Board
- Reading File
- Project File

# BID TABULATION REPORT

## August 10, 2009 4:47 PM

Project Name: Peoples Transportation Plan (PTP) Safe Routes to Schools

Project No: 20090019

Bid Open Date: 06/24/2009

Name: UNDER POWER CORP.

Address: 7900 NW 60 STREET

City/ST/Zip: DORAL, FL 33166

Item No	Description	Unit	Quantity			
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	E/DAY	13.0	10.00	130.00	130.00
102-77	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	E/DAY	24,700.0	0.20	4,940.00	4,940.00
102-60A	WORK ZONE SIGNS	E/DAY	689.0	0.40	275.60	275.60
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	920.0	48.00	44,160.00	44,160.00
653-191	PEDESTRIAN SIGNAL, 1-Way (LED-Countdown)	AS.	806.0	235.00	189,410.00	189,410.00
659-107	ALUMINUM PEDESTAL 4" I.D. (Up to 20')	EA.	1.0	3,000.00	3,000.00	3,000.00
665-11	PEDESTRIAN DETECTOR (Includes Push Button Sign)	EA.	22.0	260.00	5,720.00	5,720.00
690-20	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	EA.	706.0	5.00	3,530.00	3,530.00
700-20-11	SINGLE POST SIGN (Furnish & Install) (Less than 12')	AS.	56.0	260.00	14,560.00	14,560.00
700-20-60	SINGLE POST SIGN (Remove)	AS.	25.0	11.00	275.00	275.00
700-21-11	MULTI-POST SIGN, (Furnish and Install) (50 or Less)	AS.	13.0	465.00	6,045.00	6,045.00
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	27,280.0	2.40	65,472.00	65,472.00
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	350.0	4.20	1,470.00	1,470.00
711-11-160	THERMOPLASTIC (White) (Message)	EA.	21.0	178.00	3,738.00	3,738.00
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	34,272.56	34,272.56	34,272.56
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	10,000.00	10,000.00	10,000.00
102-1Q	MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.) This line item price shall be set at 2% of the subtotal amount listed above.	L.S.	1.0	6,854.51	6,854.51	6,854.51
990	ALLOWANCE-PERMITS	L.S.	1.0	5,000.00	5,000.00	5,000.00

# BID TABULATION REPORT

## August 10, 2009 4:47 PM

Project Name: Peoples Transportation Plan (PTP) Safe Routes to Schools

Project No: 20090019

Bid Open Date: 06/24/2009

Name: HORSEPOWER ELECTRIC, INC

Address: 8105 WEST 20TH AVE

City/ST/Zip: HIALEAH, FLORIDA-33014

Item No	Description	Unit	Quantity	EA/DAY	EA/DAY	EA/DAY	S.Y.	AS.	EA.	EA.	EA.	AS.	AS.	AS.	L.F.	L.F.	EA.	L.S.	L.S.	L.S.	L.S.
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA/DAY	13.0	5.00	65.00																65.00
102-77	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	EA/DAY	24,700.0	0.01	247.00																247.00
102-60A	WORK ZONE SIGNS	EA/DAY	689.0	1.00	689.00																689.00
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	920.0	54.00	49,680.00																49,680.00
653-191	PEDESTRIAN SIGNAL, 1-Way (LED-Countdown)	AS.	806.0	267.00	215,202.00																215,202.00
659-107	ALUMINUM PEDESTAL 4" I.D. (Up to 20')	EA.	1.0	1,745.00	1,745.00																1,745.00
665-11	PEDESTRIAN DETECTOR (Includes Push Button Sign)	EA.	22.0	88.00	1,936.00																1,936.00
690-20	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	EA.	706.0	100.00	70,600.00																70,600.00
700-20-11	SINGLE POST SIGN (Furnish & Install) (Less than 12)	AS.	56.0	245.00	13,720.00																13,720.00
700-20-60	SINGLE POST SIGN (Remove)	AS.	25.0	30.00	750.00																750.00
700-21-11	MULTI-POST SIGN, (Furnish and Install) (50 or Less)	AS.	13.0	800.00	10,400.00																10,400.00
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	27,280.0	2.00	54,560.00																54,560.00
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	350.0	3.00	1,050.00																1,050.00
711-11-160	THERMOPLASTIC (White) (Message)	EA.	21.0	180.00	3,780.00																3,780.00
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	42,442.40	42,442.40																42,442.40
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	10,000.00	10,000.00																10,000.00
102-1Q	MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.) This line item price shall be set at 2% of the subtotal amount listed above.	L.S.	1.0	8,488.48	8,488.48																8,488.48
990	ALLOWANCE-PERMITS	L.S.	1.0	5,000.00	5,000.00																5,000.00

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# BID TABULATION REPORT

## August 10, 2009 4:47 PM

Project Name: Peoples Transportation Plan (PTP) Safe Routes to Schools

Project No: 20090019

Bid Open Date: 06/24/2009

Name: SOUTHEAST UNDERGROUND UTILITIES CORP.

Address: 1700 NW 65 Avenue, Suite 4

City/ST/Zip: Plantation, FL 33313

Item No	Description	Unit	Quantity	Unit	Quantity	Unit	Quantity	Unit	Quantity
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA/DAY	13.0	EA/DAY	35.00	EA/DAY	455.00	EA/DAY	455.00
102-77	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	EA/DAY	24,700.0	EA/DAY	0.60	EA/DAY	14,820.00	EA/DAY	14,820.00
102-60A	WORK ZONE SIGNS	EA/DAY	689.0	EA/DAY	0.75	EA/DAY	516.75	EA/DAY	516.75
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	920.0	S.Y.	200.00	S.Y.	184,000.00	S.Y.	184,000.00
653-191	PEDESTRIAN SIGNAL, 1-Way (LED-Countdown)	AS.	806.0	AS.	400.00	AS.	322,400.00	AS.	322,400.00
659-107	ALUMINUM PEDESTAL 4" I.D. (Up to 20')	EA.	1.0	EA.	700.00	EA.	700.00	EA.	700.00
665-11	PEDESTRIAN DETECTOR (Includes Push Button Sign)	EA.	22.0	EA.	155.00	EA.	3,410.00	EA.	3,410.00
690-20	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	EA.	706.0	EA.	90.00	EA.	63,540.00	EA.	63,540.00
700-20-11	SINGLE POST SIGN (Furnish & Install) (Less than 12)	AS.	56.0	AS.	330.00	AS.	18,480.00	AS.	18,480.00
700-20-60	SINGLE POST SIGN (Remove)	AS.	25.0	AS.	15.00	AS.	375.00	AS.	375.00
700-21-11	MULTI-POST SIGN, (Furnish and Install) (50 or Less)	AS.	13.0	AS.	4,000.00	AS.	52,000.00	AS.	52,000.00
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	27,280.0	L.F.	2.30	L.F.	62,744.00	L.F.	62,744.00
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	350.0	L.F.	5.00	L.F.	1,750.00	L.F.	1,750.00
711-11-160	THERMOPLASTIC (White) (Message)	EA.	21.0	EA.	125.00	EA.	2,625.00	EA.	2,625.00
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	L.S.	72,781.58	L.S.	72,781.58	L.S.	72,781.58
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	L.S.	10,000.00	L.S.	10,000.00	L.S.	10,000.00
102-1Q	MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.) This line item price shall be set at 2% of the subtotal amount listed above.	L.S.	1.0	L.S.	14,556.32	L.S.	14,556.32	L.S.	14,556.32
990	ALLOWANCE-PERMITS	L.S.	1.0	L.S.	5,000.00	L.S.	5,000.00	L.S.	5,000.00

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# BID TABULATION REPORT

## August 10, 2009 4:47 PM

Project Name: Peoples Transportation Plan (PTP) Safe Routes to Schools

Project No: 20090019

Bid Open Date: 06/24/2009

Name: SIGNAL TECHNOLOGY & INSTALLATION CORP.

Address: 3411 SW 50 AVENUE

City/ST/Zip: DAVIE, FL 33314

Item No	Description	Unit	Quantity		
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	E/ADAY	13.60	353.60	176.80
102-77	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	E/ADAY	24,700.0	34,580.00	34,580.00
102-60A	WORK ZONE SIGNS	E/ADAY	689.0	689.00	689.00
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	194.60	179,032.00	179,032.00
653-191	PEDESTRIAN SIGNAL, 1-Way (LED-Countdown)	AS.	806.0	329,895.80	329,895.80
659-107	ALUMINUM PEDESTAL 4" I.D. (Up to 20')	EA.	1.0	1,520.80	1,520.80
665-11	PEDESTRIAN DETECTOR (Includes Push Button Sign)	EA.	22.0	3,066.80	3,066.80
690-20	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	EA.	706.0	26,475.00	26,475.00
700-20-11	SINGLE POST SIGN (Furnish & Install) (Less than 12')	AS.	56.0	24,931.20	24,931.20
700-20-60	SINGLE POST SIGN (Remove)	AS.	25.0	937.50	937.50
700-21-11	MULTI-POST SIGN, (Furnish and Install) (50 or Less)	AS.	13.0	49,114.00	49,114.00
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	27,280.0	130,944.00	130,944.00
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	350.0	1,680.00	1,680.00
711-11-160	THERMOPLASTIC (White) (Message)	EA.	21.0	7,150.50	7,150.50
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	79,019.34	79,019.34
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	10,000.00	10,000.00
102-1Q	MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.) This line item price shall be set at 2% of the subtotal amount listed above.	L.S.	1.0	15,803.87	15,803.87
990	ALLOWANCE-PERMITS	L.S.	1.0	5,000.00	5,000.00

# BID TABULATION REPORT

## August 10, 2009 4:47 PM

Project Name: Peoples Transportation Plan (PTP) Safe Routes to Schools

Project No: 20090019

Bid Open Date: 06/24/2009

Name: ALL QUALITY ELECTRICAL SERVICES, INC.

Address: 14500 NW 16 COURT

City/ST/Zip: N MIAMI, FL 33167

Item No	Description	Unit	Quantity	247.00	47,918.00	861.25	207,000.00	572,260.00	1,750.00	3,080.00	69,894.00	13,496.00	1,875.00	4,875.00	100,936.00	2,334.50	20,160.00	104,668.68	10,000.00	20,933.74	5,000.00	
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA/DAY	13.0	19.00	247.00																	
102-77	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	EA/DAY	24,700.0	1.94	47,918.00																	
102-60A	WORK ZONE SIGNS	EA/DAY	689.0	1.25	861.25																	
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	920.0	225.00	207,000.00																	
653-191	PEDESTRIAN SIGNAL, 1-Way (LED-Countdown)	AS.	806.0	710.00	572,260.00																	
659-107	ALUMINUM PEDESTAL 4" I.D. (Up to 20')	EA.	1.0	1,750.00	1,750.00																	
665-11	PEDESTRIAN DETECTOR (Includes Push Button Sign)	EA.	22.0	140.00	3,080.00																	
690-20	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	EA.	706.0	99.00	69,894.00																	
700-20-11	SINGLE POST SIGN (Furnish & Install) (Less than 12)	AS.	56.0	241.00	13,496.00																	
700-20-60	SINGLE POST SIGN (Remove)	AS.	25.0	75.00	1,875.00																	
700-21-11	MULTI-POST SIGN, (Furnish and Install) (50 or Less)	AS.	13.0	375.00	4,875.00																	
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	27,280.0	3.70	100,936.00																	
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	350.0	6.67	2,334.50																	
711-11-160	THERMOPLASTIC (White) (Message)	EA.	21.0	960.00	20,160.00																	
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	104,668.68	104,668.68																	
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	10,000.00	10,000.00																	
102-1Q	MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.) This line item price shall be set at 2% of the subtotal amount listed above.	L.S.	1.0	20,933.74	20,933.74																	
990	ALLOWANCE-PERMITS	L.S.	1.0	5,000.00	5,000.00																	

# BID TABULATION REPORT

## August 10, 2009 4:47 PM

Project Name: Peoples Transportation Plan (PTP) Safe Routes to Schools

Project No: 20090019

Bid Open Date: 06/24/2009

Name: AGC ELECTRIC, INC.

Address: 2660 WEST 79 STREET

City/ST/Zip: HIALEAH/FL/33016

Item No	Description	Unit	Quantity		
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA/DAY	13.0 Not Responsive	NOBID	0.00
102-77	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	EA/DAY	24,700.0 Not Responsive	NOBID	0.00
102-60A	WORK ZONE SIGNS	EA/DAY	689.0 Not Responsive	NOBID	0.00
522-1(1)	CONCRETE SIDEWALK (4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	920.0 Not Responsive	NOBID	0.00
653-191	PEDESTRIAN SIGNAL, 1-Way (LED-Countdown)	AS.	806.0 Not Responsive	NOBID	0.00
659-107	ALUMINUM PEDESTAL 4" I.D. (Up to 20')	EA.	1.0 Not Responsive	NOBID	0.00
665-11	PEDESTRIAN DETECTOR (Includes Push Button Sign)	EA.	22.0 Not Responsive	NOBID	0.00
690-20	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	EA.	706.0 Not Responsive	NOBID	0.00
700-20-11	SINGLE POST SIGN (Furnish & Install) (Less than 12)	AS.	56.0 Not Responsive	NOBID	0.00
700-20-60	SINGLE POST SIGN (Remove)	AS.	25.0 Not Responsive	NOBID	0.00
700-21-11	MULTI-POST SIGN, (Furnish and Install) (50 or Less)	AS.	13.0 Not Responsive	6,500.00	6,500.00
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	27,280.0 Not Responsive	39,283.20	39,283.20
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	350.0 Not Responsive	1,050.00	1,050.00
711-11-160	THERMOPLASTIC (White) (Message)	EA.	21.0 Not Responsive	2,520.00	2,520.00
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0 Not Responsive	NOBID	4,935.32
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0 Not Responsive	10,000.00	10,000.00
102-1Q	MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.) This line item price shall be set at 2% of the subtotal amount listed above.	L.S.	1.0 Not Responsive	NOBID	0.00
990	ALLOWANCE-PERMITS	L.S.	1.0 Not Responsive	5,000.00	5,000.00

# BID TABULATION REPORT

## August 10, 2009 4:47 PM

Project Name: Peoples Transportation Plan (PTP) Safe Routes to Schools

Project No: 20090019

Bid Open Date: 06/24/2009

Name: UNDER POWER CORP.

Address: 7900 NW 60 STREET

City/ST/Zip: DORAL, FL 33166

Item No	Description	Unit	Quantity	
	System Calculated Total:			\$398,852.67
	Contractor's Bid Items Total:			\$398,852.67
	Submitted Total From Contractor:			\$398,852.67

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# BID TABULATION REPORT

## August 10, 2009 4:47 PM

Project Name: Peoples Transportation Plan (PTP) Safe Routes to Schools

Project No: 20090019

Bid Open Date: 06/24/2009

Name: HORSEPOWER ELECTRIC, INC

Address: 8105 WEST 20TH AVE

City/ST/Zip: HIALEAH, FLORIDA-33014

Item No	Description	Unit	Quantity	
				\$490,354.88
				\$490,354.88
				\$490,354.88

System Calculated Total:

Contractor's Bid Items Total:

Submitted Total From Contractor:

# BID TABULATION REPORT

## August 10, 2009 4:47 PM

Project Name: Peoples Transportation Plan (PTP) Safe Routes to Schools

Project No: 20090019

Bid Open Date: 06/24/2009

Name: SOUTHEAST UNDERGROUND UTILITIES CORP.

Address: 1700 NW 65 Avenue, Suite 4

City/ST/Zip: Plantation, FL 33313

Item No	Description	Unit	Quantity	
	System Calculated Total:			\$830,153.65
	Contractor's Bid Items Total:			\$830,153.65
	Submitted Total From Contractor:			\$830,153.65

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# BID TABULATION REPORT

## August 10, 2009 4:47 PM

Project Name: Peoples Transportation Plan (PTP) Safe Routes to Schools

Project No: 20090019

Bid Open Date: 06/24/2009

Name: SIGNAL TECHNOLOGY & INSTALLATION CORP.

Address: 3411 SW 50 AVENUE

City/ST/Zip: DAVIE, FL 33314

Item No	Description	Unit	Quantity	
				\$900,214.62
				\$900,214.62
				\$900,214.62

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# BID TABULATION REPORT

## August 10, 2009 4:47 PM

Project Name: Peoples Transportation Plan (PTP) Safe Routes to Schools

Project No: 20090019

Bid Open Date: 06/24/2009

Name: ALL QUALITY ELECTRICAL SERVICES, INC.

Address: 14500 NW 16 COURT

City/ST/Zip: N MIAMI, FL 33167

Item No	Description	Unit	Quantity	
	System Calculated Total:			\$1,187,289.17
	Contractor's Bid Items Total:			\$1,187,289.17
	Submitted Total From Contractor:			\$1,187,289.17

28

# BID TABULATION REPORT

## August 10, 2009 4:47 PM

Project Name: Peoples Transportation Plan (PTP) Safe Routes to Schools

Project No: 20090019

Bid Open Date: 06/24/2009

Name: AGC ELECTRIC, INC.  
Address: 2660 WEST 79 STREET  
City/ST/Zip: HIALEAH/FL/33016

Item No	Description	Unit	Quantity	
				\$64,353.20

System Calculated Total:

Contractor's Bid Items Total:

Submitted Total From Contractor:

29

# BID SUMMARY SHEET

CONTRACT NO. CICC-7360-0/08

RPQ NO.: 20090019

PWD CSS ENG: Alfredo E. Munoz

BID VALIDITY:  120  180  
(Select One)

BID SUBMITTAL DUE DATE: June 29, 2009

BID OPENING DATE: June 29, 2009

PROJECT NAME: Safe Route to Schools

COST ESTIMATE: \$927,010.00

DBE CONTRACT MEASURE: 13%

ADDENDUM (No. issued): 1

REQUEST FOR INFORMATION (No. issued): 1

<b>BIDDERS</b> Firm Telephone No.	Apparent Low Bidder Position	CSBE SCHEDULE OF INTENT (✓)	PROFFERED BID (US MONIES)	Remarks
A. Bernal Services Corp. 305-889-0887				
AGC Electric, Inc. 305-823-2280	3	NR	590,476 <sup>=</sup> GC	BID MISSING ONE PAGE
All Quality Electrical Services 305-968-7832	6	5	1,046,686. <sup>75</sup> GC	
Brailly Electric Corp. 305-388-0071				
Downrite Eng. Corp. 305-232-2340				
F & L Construction 305-207-9799				
GPE Engineering & General Contractor 305-828-5307				
H.A. Contracting Corp. 305-591-9212				
Horse Power Electric 305-819-4060	2	2	424,424 <sup>≡</sup> GC	

# BID SUMMARY SHEET

CONTRACT NO. CICC-7360-0/08

RPQ NO.: 20090019

PWD CSS ENG: Alfredo E. Munoz

BID VALIDITY:  120  180  
(Select One)

BID SUBMITTAL DUE DATE: June 29, 2009

BID OPENING DATE: June 29, 2009

PROJECT NAME: Safe Route to Schools

COST ESTIMATE: \$927,010.00

DBE CONTRACT MEASURE: 13%

ADDENDUM (No. issued): 1

REQUEST FOR INFORMATION (No. issued): 1

<b>BIDDERS</b> Firm Telephone No.	Apparent Low Bidder Position	CSBE SCHEDULE OF INTENT (%)	PROFFERED BID (US MONIES)	Remarks
Leyram Const. Inc. 305-364-9520				
Magesco, Inc. 305-758-2268				
Niko Consultant LLC 305-969-3631				
* Signal Technology Inc. 954-327-2434	5	4	790,370 <sup>20</sup> GC	
Solution Construction Inc. 786-621-8550				
~ Southeast Underground Utilities Corp. 954-583-8745	4	3	727,815 <sup>75</sup> GC	
> Under Power Corp. 305-468-9900	1	1	342,725. <sup>60</sup> GC	
United Signal Inc. 786-879-3644				
U.S. Grounds Inc. 305-685-6015				

Public Works Department

Contracts & Specifications Section

111 NW 1st Street, Suite 1410

Miami FL 33128



MIAMI-DADE COUNTY, FLORIDA  
REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: CICC 7360-0/08

RPQ No: 20090019

RPQ Project Name: Safe Route to Schools

Price Proposal (Cost to Perform the work must be stated here. State 'No Bid' if not submitting a price proposal)

\$ 342,725.60

Bidder's Company Name: UNDER POWER CORP

Company Address: 7900 NW 60 ST

City: MIAMI State: FL Zip: 33166

Telephone No: 305-468-9900

Fax No: 305-468-9955

E-Mail: A.TIRSE@UNDERPOWERCORP.COM

Name of Person Submitting Quote (Print): ALEX TIRSE

Number of Addendums received: NONE (if none' write "None")

Signature: [Handwritten Signature]

Date: 6/12/09

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. Low bidder will be notified, in the Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents: after review for compliance with the Contract Documents, user Department will forward all Insurance Certificates to CICC for Review. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the CICC-7360-0/08 contract.

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
<b>GENERAL</b>						
102-60A	689.0	EA/DAY	WORK ZONE SIGNS	Forty cents	0.40	275.60
102-76	13.0	EA/DAY	FLASHING ARROW BOARD (Temporary Multimode)	TEN DOLLARS AND ZERO CENTS	10.00	130.00
102-77	24,700.0	EA/DAY	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	TWENTY CENTS	0.20	4940.00
<b>CONCRETE</b>						
522-1(1)	920.0	S.Y.	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I.] CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	Forty-eight DOLLARS AND ZERO CENTS	48.00	44,160.00
<b>TRAFFIC SIGNALS</b>						
653-191	806.0	AS.	PEDESTRIAN SIGNAL, 1-Way (LED-Countdown)	TWO HUNDRED AND THIRTY FIVE DOLLARS AND ZERO CENTS	235.00	189,410.00
659-107	1.0	EA.	ALUMINUM PEDESTAL 4" I.D. (Up to 20')	THREE THOUSAND DOLLARS AND ZERO CENTS	3,000.00	3,000.00
665-11	22.0	EA.	PEDESTRIAN DETECTOR (Includes Push Button Sign)	TWO HUNDRED AND SIXTY DOLLARS AND ZERO CENTS	260.00	5,720.00
690-20	706.0	EA.	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	FIVE DOLLARS AND ZERO CENTS	5.00	3,530.00
<b>SIGNS</b>						
700-20-11	56.0	AS.	SINGLE POST SIGN (Furnish & Install) (Less than 12)	TWO HUNDRED AND SIXTY DOLLARS AND ZERO CENTS	260.00	14,560.00
700-20-60	25.0	AS.	SINGLE POST SIGN (Remove)	ELEVEN DOLLARS AND ZERO CENTS	11.00	275.00

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
700-21-11	13.0	AS.	MULTI-POST SIGN, (Furnish and Install) (50 or Less)	FOUR HUNDRED AND SIXTY FIVE DOLLARS AND ZERO CENTS	465.00	6,045.00
<b>PAVEMENT MARKING</b>						
711-11-123	27,280.0	L.F.	THERMOPLASTIC (White) (Solid) (12")	TWO DOLLARS AND FORTY CENT	2.40	65,472.00
711-11-125	350.0	L.F.	THERMOPLASTIC (White) (Solid) (24")	FOUR DOLLARS AND TWENTY CENTS	4.20	1,470.00
711-11-160	21.0	EA.	THERMOPLASTIC (White) (Message)	ONE HUNDRED AND SEVENTY-EIGHT DOLLARS AND ZERO CENTS	178.00	3,738.00

**Total: \$ 342,725.60**

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications.

Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The County shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: 65-0445173

D.C. Certificate of competency No: EC 13003160 / STATE OF FL ELECTRICAL LICENSE

Bidder's Name: UNDER POWER CORP

Bidder's telephone Number: 305-468-9900

Bidder's address: 1900 NW 60 ST MIAMI, FL 33166

Base	342,725.60
10%	34,272.56
2%	6,854.51
Other	15,000.00
<b>TOTAL</b>	<b>398,852.67</b>

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1st, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A. SHORING	LF	10	100 <sup>00</sup>	1,000.00
B. SHORING MAT'L	LF	10	100 <sup>00</sup>	1,000.00
C.				
D.				

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared Alexander Tiras who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

is related to the following parties who bid in the solicitation which are identified and listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: \_\_\_\_\_ Date 6/12 20 09  
Signature of Affiant

Alexander Tiras  
Printed Name of Affiant and Title  
615-014145117131  
Federal Employer Identification Number

Under Power Corp  
Printed Name of Firm

7900 NW 60 ST MIAMI, FL 33166  
Address of Firm

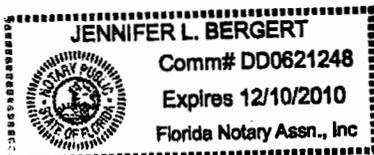
SUBSCRIBED AND SWORN TO (or affirmed) before me this 12<sup>th</sup> day of June, 20 09

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

Jennifer L. Bergert  
Signature of Notary  
Jennifer L. Bergert  
Print or Stamp Name of Notary

DD0621248  
Serial Number  
12/10/2010  
Expiration Date

Notary Public - State of FL



Notary Seal

**Public Works Department**

Contracts & Specifications Section

111 NW 1st Street, Suite 1410

Miami FL 33128



**MIAMI-DADE COUNTY, FLORIDA  
REQUEST FOR PRICE QUOTATION (RPQ)**

Contract No: CICC 7360-0/08

RPQ No: 20090019

RPQ Project Name: Safe Route to Schools

Price Proposal (Cost to Perform the work must be stated here. State 'No Bid' if not submitting a price proposal)

**Signal Technology and Installation Corp.**

Bidder's Company Name: \_\_\_\_\_

Company Address: 3701 SW 47 Ave Suite 101

City: Davie State: FL Zip: 33314

Telephone No: 9543272434

Fax No: 9543273375

Email: jkleiss@signaltechnologyinc.com

Name of Person Submitting Quote (Print): Jeffrey M Kleiss

Number of Addendums received: 1 (if none' write "None")

Signature:

Date: 6/29/09

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents: after review for compliance with the Contract Documents, user Department will forward all Insurance Certificates to CICC for Review.* By signature, the CONTRACTOR agrees to be bound by the terms set forth in the CICC-7360-0/08 contract.

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
<b>GENERAL</b>						
102-60A	689.0	EA/DAY	WORK ZONE SIGNS	One Dollar no No Cents	1.00	689.00
102-76	13.0	EA/DAY	FLASHING ARROW BOARD (Temporary Multimode)	Thirteen Dollars no Sixty Cents	13.60	353.60
102-77	24,700.0	EA/DAY	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	One Dollar no Forty Cents	1.40	34,580.00
<b>CONCRETE</b>						
522-1(1)	920.0	S.Y.	CONCRETE SIDEWALK (4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	One Hundred Ninety Four Dollars no Sixty Cents	194.60	179,032.00
<b>TRAFFIC SIGNALS</b>						
653-191	806.0	AS.	PEDESTRIAN SIGNAL, 1-Way (LED-Countdown)	Four Hundred Nine Dollars no Thirty Cents	409.30	329,895.80
659-107	1.0	EA.	ALUMINUM PEDESTAL 4" I.D. (Up to 20')	One Thousand Five Hundred Twenty Dollars no Twenty Cents	1,520.80	1,520.80
665-11	22.0	EA.	PEDESTRIAN DETECTOR (Includes Push Button Sign)	One Hundred Thirty Nine Dollars no Forty Cents	139.40	3,066.80
690-20	706.0	EA.	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	Thirty Seven Dollars no FIFTY Cents	37.50	26,475.00
<b>SIGNS</b>						
700-20-11	56.0	AS.	SINGLE POST SIGN (Furnish & Install) (Less than 12)	Four Hundred Forty Five Dollars no Twenty Cents	445.20	24,931.20
700-20-60	25.0	AS.	SINGLE POST SIGN (Remove)	Thirty Seven Dollars no FIFTY Cents	37.50	937.50

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
700-21-11	13.0	AS.	MULTI-POST SIGN, (Furnish and Install) (50 or Less)	Three Thousand Seven Hundred Seventy Eight Dollars and No Cents	3.778 <sup>00</sup>	49,114 <sup>00</sup>
<b>PAVEMENT MARKING</b>						
711-11-123	27,280.0	L.F.	THERMOPLASTIC (White) (Solid) (12")	Four Dollars and Eighty Cents	4.80	130,944 <sup>00</sup>
711-11-125	350.0	L.F.	THERMOPLASTIC (White) (Solid) (24")	Four Dollars and Eighty Cents	4.80	1,680 <sup>00</sup>
711-11-160	21.0	EA.	THERMOPLASTIC (White) (Message)	Three Hundred Forty Dollars and Fifty Cents	340.50	7,150 <sup>50</sup>

Total: \$ 790,370.20

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications.

Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The County shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: 65-0850057  
 D.C. Certificate of competency No: EC0002393  
 Bidder's Name: Signal Technology & Installation Corp  
 Bidder's telephone Number: 954 327 2434  
 Bidder's address: 3701 SW 47 Ave #101 Davie FL 33314

Bad

GOOD

Base 790,370.20  
 10% 79,037.02  
 2% 15,807.40  
 OTHER 15,000.00  
TOTAL 900,214.62

— 790,193.40  
 79,019.34  
 15,803.87  
 15,000.00  
900,016.61

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1st, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	N/A				
B.					
C.					
D.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

Public Works Department

Contracts & Specifications Section

111 NW 1st Street, Suite 1410

Miami FL 33128



MIAMI-DADE COUNTY, FLORIDA  
REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: CICC 7360-0/08

RPQ No: 20090019

RPQ Project Name: Safe Route to Schools

Price Proposal (Cost to Perform the work must be stated here. State 'No Bid' if not submitting a price proposal)

One million, Forty-six thousand, Six hundred Eighty-six dollars and seventy-five cents,

\$ 1,046,686.75

Bidder's Company Name: All Quality Electrical Services, Inc

Company Address: 14750 South River Dr

City: Miami

State: FL Zip: 33167

Telephone No: 305 968 7832

Fax No: 305 688 6297

E-Mail: allqualityelec@att.net

Name of Person Submitting Quote (Print): Sam Lightbourne

Number of Addendums received: 1 (if none' write "None")

Signature: Samuel Lightbourne

Date: 6/29/09

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. Low bidder will be notified, in the Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents: after review for compliance with the Contract Documents, user Department will forward all Insurance Certificates to CICC for Review. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the CICC-7360-0/08 contract.

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
<b>GENERAL</b>						
102-60A	689.0	EA/DAY	WORK ZONE SIGNS	One dollar and Twenty-five cents.	1.25	861. <sup>25</sup>
102-76	13.0	EA/DAY	FLASHING ARROW BOARD (Temporary, Multimode)	Nineteen Dollars.	19. <sup>00</sup>	247. <sup>00</sup>
102-77	24,700.0	EA/DAY	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	One dollar and ninety four cents.	1.94	47,918. <sup>00</sup>
<b>CONCRETE</b>						
522-1(1)	920.0	S.Y.	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I.] CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	Two hundred and Twenty-five dollars.	225. <sup>00</sup>	207,000. <sup>00</sup>
<b>TRAFFIC SIGNALS</b>						
653-191	806.0	AS.	PEDESTRIAN SIGNAL, 1-Way (LED-Countdown)	Seven hundred and ten dollars.	710. <sup>00</sup>	572,260. <sup>00</sup>
659-107	1.0	EA.	ALUMINUM PEDESTAL 4" I.D. (Up to 20')	One thousand, seven hundred and fifty dollars	1750. <sup>00</sup>	1750. <sup>00</sup>
665-11	22.0	EA.	PEDESTRIAN DETECTOR (Includes Push Button Sign)	One hundred and forty dollars.	140. <sup>00</sup>	3080. <sup>00</sup>
690-20	706.0	EA.	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	Ninety-nine dollars	99. <sup>00</sup>	69,894. <sup>00</sup>
<b>SIGNS</b>						
700-20-11	56.0	AS.	SINGLE POST SIGN (Furnish & Install) (Less than 12)	Two hundred and forty-one dollars.	241. <sup>00</sup>	13,496. <sup>00</sup>
700-20-60	25.0	AS.	SINGLE POST SIGN (Remove)	Seventy-five dollars	75. <sup>00</sup>	1,875. <sup>00</sup>

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
I-21-11	13.0	AS.	MULTI-POST SIGN, (Furnish and Install) (50 or Less)	Three hundred Seventy-five dollars	375. <sup>00</sup>	4875. <sup>00</sup>
<b>PAVEMENT MARKING</b>						
I-11-123	27,280.0	L.F.	THERMOPLASTIC (White) (Solid) (12")	Three dollars and seventy cents.	3. <sup>70</sup>	100,936. <sup>00</sup>
I-11-125	350.0	L.F.	THERMOPLASTIC (White) (Solid) (24")	Six dollars and sixty-seven cents.	6. <sup>67</sup>	2,334. <sup>50</sup>
I-11-160	21.0	EA.	THERMOPLASTIC (White) (Message)	Nine hundred and sixty dollars	960. <sup>00</sup>	20,160. <sup>00</sup>

**Total: \$ 1,046,686.75**

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications.

Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The County shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: 52-2171753

D.C. Certificate of competency No: 05E000478

Bidder's Name: All Quality Electrical Svcs, Inc

Bidder's telephone Number: 305 968 7832

Bidder's address: 14750 South River Dr, Miami FL

Base	1,046,686.75
10%	104,668.68
2%	20,933.74
other	15,000.00
<b>TOTAL</b>	<b>1,187,289.17</b>

# Bid Form

**PROJECT TITLE:** Peoples Transportation Plan (PTP) Safe Routes to Schools

**PROJECT NO:** 20090019

THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (70) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1st, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.		N/A			
B.					
C.					
D.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

Public Works Department

Contracts & Specifications Section

111 NW 1st Street, Suite 1410

Miami FL 33128



MIAMI-DADE COUNTY, FLORIDA  
REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: CICC 7360-0/08

RPQ No: 20090019

RPQ Project Name: Safe Route to Schools

Price Proposal (Cost to Perform the work must be stated here. State 'No Bid' if not submitting a price proposal)

590,476.00

Bidder's Company Name: AGC Electric, Inc

Company Address: 2660 W 79 Street

City: Hialeah

State: FL Zip: 33016

Telephone No: 305 823 2280

Fax No: 305 828 4515

E-Mail: agc@agcelectric.com

Name of Person Submitting Quote (Print): Tomás V. Cordelo

Number of Addendums received: 1 (if none' write "None") - RFI #1 response

Signature:

Date: 6/29/2009

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents: after review for compliance with the Contract Documents, user Department will forward all Insurance Certificates to CICC for Review.* By signature, the CONTRACTOR agrees to be bound by the terms set forth in the CICC-7360-0/08 contract.

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
700-21-11	13.0	AS.	MULTI-POST SIGN, (Furnish and Install) (50 or Less)	Five hundred dollars	500.00	6,500.00
<b>PAVEMENT MARKING</b>						
711-11-123	27,280.0	L.F.	THERMOPLASTIC (White) (Solid) (12")	one dollar and forty four cents	1.44	39,283.20
711-11-125	350.0	L.F.	THERMOPLASTIC (White) (Solid) (24")	Three dollars	3.00	1,050.00
711-11-160	21.0	EA.	THERMOPLASTIC (White) (Message)	one hundred and Twenty dollars	120.00	2,520.00

**Total:** 590,476.00

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications. Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The County shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: 65 08 06153  
 D.C. Certificate of competency No: EC 000764  
 Bidder's Name: ABC Electric, Inc  
 Bidder's telephone Number: 305 823 2280  
 Bidder's address: 2660 W 79 ST, Hialeah, FL 33016

1 missing page  
 - non responsive

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# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1st, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.				
B.	N/A			
C.				
D.				

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

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Public Works Department

Contracts & Specifications Section

111 NW 1st Street, Suite 1410

Miami FL 33128



MIAMI-DADE COUNTY, FLORIDA  
REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: CICC 7360-0/08

RPQ No: 20090019

RPQ Project Name: Safe Route to Schools

Price Proposal (Cost to Perform the work must be stated here. State 'No Bid' if not submitting a price proposal)

424,424.00

Bidder's Company Name: HORSEPOWER ELECTRIC, INC

Company Address: 8105 W. 20 AVE

City: HUDLEAH

State: FL Zip: 33014

Telephone No: 305 819 4060

Fax No: 305 819 4222

E-Mail: mike@horsepowerelectric.com

Name of Person Submitting Quote (Print): Humberto Ortiz

Number of Addendums received: 1 (if none' write "None")

Signature: [Handwritten Signature]

Date: 6/29/09

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. Low bidder will be notified, in the Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents: after review for compliance with the Contract Documents, user Department will forward all Insurance Certificates to CICC for Review. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the CICC-7360-0/08 contract.

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
<b>GENERAL</b>						
102-60A	689.0	EA/DAY	WORK ZONE SIGNS	ONE DOLLAR S ZERO CENTS	1.00	689.00
102-76	13.0	EA/DAY	FLASHING ARROW BOARD (Temporary, Multimode)	FIVE DOLLARS ZERO CENTS	5.00	65.00
102-77	24,700.0	EA/DAY	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	ZERO DOLLARS ONE CENT	.01	247.00
<b>CONCRETE</b>						
522-1(1)	920.0	S.Y.	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I.] CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	FIFTY-FOUR DOLLARS AND ZERO CENTS.	54.00	49,680.00
<b>TRAFFIC SIGNALS</b>						
653-191	806.0	AS.	PEDESTRIAN SIGNAL, 1-Way (LED-Countdown)	TWO HUNDRED SIXTY- SEVEN DOLLARS AND ZERO CENTS	267.00	215,202.00
659-107	1.0	EA.	ALUMINUM PEDESTAL 4" I.D. (Up to 20')	ONE THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS	1,745.00	1,745.00
665-11	22.0	EA.	PEDESTRIAN DETECTOR (Includes Push Button Sign)	EIGHTY-EIGHT DOLLARS AND ZERO CENTS	88.00	1,936.00
690-20	706.0	EA.	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	ONE HUNDRED DOLLARS AND ZERO CENTS	100.00	70,600.00
<b>SIGNS</b>						
700-20-11	56.0	AS.	SINGLE POST SIGN (Furnish & Install) (Less than 12)	TWO HUNDRED FORTY- FIVE DOLLARS AND ZERO CENTS.	245.00	13,720.00
700-20-60	25.0	AS.	SINGLE POST SIGN (Remove)	THIRTY DOLLARS AND ZERO CENTS.	30.00	750.00

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
700-21-11	13.0	AS.	MULTI-POST SIGN, (Furnish and Install) (50 or Less)	EIGHT HUNDRED DOLLARS AND ZERO CENTS	800.00	10,400.00
<b>PAVEMENT MARKING</b>						
711-11-123	27,280.0	L.F.	THERMOPLASTIC (White) (Solid) (12")	TWO DOLLARS AND ZERO CENTS	2.00	54,560.00
711-11-125	350.0	L.F.	THERMOPLASTIC (White) (Solid) (24")	THREE DOLLARS AND ZERO CENTS	3.00	1,050.00
711-11-160	21.0	EA.	THERMOPLASTIC (White) (Message)	ONE HUNDRED EIGHTY-DOLLARS AND ZERO CENTS.	180.00	3,780.00

Total: 424,424.00

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications.

Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The County shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: 592502221

D.C. Certificate of competency No: EC0001153

Bidder's Name: HORSEPOWER ELECTRIC

Bidder's telephone Number: 305 8194060

Bidder's address: 8105 W. 20 AVE HIALEAH FL 33014

Base =	424,424.00
10%	42,442.40
2%	8,488.48
other	15,000.00
TOTAL	490,354.88

# Bid Form

**PROJECT TITLE:** Peoples Transportation Plan (PTP) Safe Routes to Schools

**PROJECT NO:** 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1st, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
	N/A				
A.					
B.					
C.					
D.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

Public Works Department

Contracts & Specifications Section

111 NW 1st Street, Suite 1410

Miami FL 33128



MIAMI-DADE COUNTY, FLORIDA  
REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: CICC 7360-0/08

RPQ No: 20090019

*Allen?*

RPQ Project Name: Safe Route to Schools

Price Proposal (Cost to Perform the work must be stated here. State 'No Bid' if not submitting a price proposal)

Bidder's Company Name: Southwest Underground Utilities Corp.

Company Address: 1700 N.W. 65th Ave

City: Plantation

State: FL Zip: 33313

Telephone No: 954-543-8745

Fax No: 954-583-0396

E-Mail: aallen@Southwestunderground.com

Name of Person Submitting Quote (Print): Anthony Allen

Number of Addendums received: 1 (if none' write "None")

Signature:

Date: 6/24/09

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents: after review for compliance with the Contract Documents, user Department will forward all Insurance Certificates to CICC for Review.* By signature, the CONTRACTOR agrees to be bound by the terms set forth in the CICC-7360-0/08 contract.

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY SEVEN (277) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Number	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
<b>GENERAL</b>						
-60A	689.0	EA/DAY	WORK ZONE SIGNS	Seventy five Cents	.75	516.75
-76	13.0	EA/DAY	FLASHING ARROW BOARD (Temporary, Multimode)	Thirty five dollars	35.00	455.00
-77	24,700.0	EA/DAY	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	Sixty Cents	.60	14,820.00
<b>CONCRETE</b>						
-1(1)	920.0	S.Y.	CONCRETE SIDEWALK (4" THICK, 3,000 P.S.I.) CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	two Hundred dollars	200.00	184,000.00
<b>TRAFFIC SIGNALS</b>						
-191	806.0	AS.	PEDESTRIAN SIGNAL, 1-Way (LED-Countdown)	Four Hundred dollars	400.00	322,400.00
-107	1.0	EA.	ALUMINUM PEDESTAL 4" I.D. (Up to 20')	Seven Hundred dollars	700.00	700.00
-11	22.0	EA.	PEDESTRIAN DETECTOR (includes Push Button Sign)	One hundred fifty dollars	155.00	3410.00
-20	706.0	EA.	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	ninty dollars	90.00	63,540.00
<b>SIGNS</b>						
-20-11	56.0	AS.	SINGLE POST SIGN (Furnish & Install) (Less than 12)	Three hundred thirty	330.00	18,480.00
-20-60	25.0	AS.	SINGLE POST SIGN (Remove)	fifteen	15.00	375.00

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF HIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
0-21-11	13.0	AS.	MULTI-POST SIGN, (Furnish and Install) (50 or Less)	Four thousand	4,000.00	52,000.00
<b>PAVEMENT MARKING</b>						
1-11-123	27,280.0	L.F.	THERMOPLASTIC (White) (Solid) (12")	two dollars, thirty cents	2.30	62,744
1-11-125	350.0	L.F.	THERMOPLASTIC (White) (Solid) (24")	five dollars	5.00	1,750.00
1-11-160	21.0	EA.	THERMOPLASTIC (White) (Message)	one hundred twenty five	125.00	2,625.00

**Total: 727,815.75**

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications. Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The county shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: 593609117  
 D.C. Certificate of competency No: ES12,000,279 (Missing)  
 Bidder's Name: Anthoneel Allen  
 Bidder's telephone Number: 954-605-4134  
 Bidder's address: 1700 N.W 65th Ave, Plantation, FL

Base	727,815.75
10%	72,781.58
2%	14,556.32
other	15,000.00
<b>TOTAL</b>	<b>830,153.65</b>

# Bid Form

PROJECT TITLE: Peoples Transportation Plan (PTP) Safe Routes to Schools

PROJECT NO: 20090019

IF HIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (170) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

**Public Works Department**  
**Contracts & Specifications Section**



**MIAMI-DADE COUNTY, FLORIDA**  
**REQUEST FOR PRICE QUOTATION (RPQ)**

111 NW 1st Street, Suite 1410  
 Miami, FL 33128

**Contract No:** CICC 7360-0/08  
**RPQ No:** 20090019

This RPQ is issued under the terms and conditions of the Contract No. CICC-7360-0/08.

**Date Issued:** 5/21/2009    **Bid Date Due:** 6/24/2009    **Time Due:** 2:00 PM    **Submitted Via:** Sealed Envelope  
**Date RPQ Added:** 5/18/2009    **Contractors Add Request Date:** 5/19/2009    **Contractors Add Date:** 5/20/2009  
**Project Number:** 20090019    **Estimated Value:** \$927,010.00  
 (excluding contingencies and dedicated allowances)

**Project Name:** Safe Route to Schools    **ESP:** N

**Project Location:** 13 Elementary Schools (See Notes below)

**Project Manager:** Alfredo E. Muñoz    **Phone No:** 305-375-4891    **Fax No:** 305-375-2931

**Document Pickup:** **Contact:** Contracts And Specifications Section    **Phone:** 305-375-2930    **Date:** 5/21/2009

**Document Pickup:** **Location:** 111 NW 1st Street, (SPCC Building) Suite 1410.

	<u>Y/N:</u>	<u>Mandatory:</u>	<u>Date:</u>	<u>Time:</u>	<u>Location:</u>
<b>Site Meeting:</b>	<u>N</u>	<u>N</u>			
<b>PreBid Meeting:</b>	<u>Y</u>	<u>N</u>	<u>6/4/2009</u>	<u>2:00 PM</u>	<u>Rear Conference room 15th Floor</u>

**Type of Contract:** Single Trade

**Method of Award:** Lowest Responsible Bidder

**Performance/Payment Bond Required:** Y    **Bid Bond Required:** Y    **Insurance Required:** Y

**Comm Dist:** Various    **Davis Bacon:** N    **AIPP:** N    \$0.00

**Prevailing Wage Rate Requirements:** Y    **DBD Subcontract Forms Required:** Y

**Date Advertised:** 5/21/2009    **Review Committee Date:**

**CSBE Requirements:** N    0%    **Trade Set-a-side:** N

**DBD Dates:**    **Received:**    **SOI Date:**    **Compliance:**    **Memo Date:**

**Type:**    **Trade:**    **Count:**    **Work%:**    **Create Bid**

<u>Primary</u>	<u>Electrical Contractor</u>	<u>36</u>		
<u>Sub</u>	<u>Concrete Engineering</u>	<u>3</u>	<u>5%</u>	<u>N</u>
<u>Sub</u>	<u>Pavement Marking</u>	<u>3</u>	<u>6%</u>	<u>N</u>
<u>Sub</u>	<u>Sign (Non-electric)</u>	<u>1</u>	<u>2%</u>	<u>N</u>

**Anticipated Start Date:** 8/24/2009    **Calendar Days for Project Completion:** 270

**Liquidated Damages / \$\$ Per day:** Y    \$1,423.00    **Method of Payment:** Scheduled Monthly Payments

**Funding Type:**    **Federal:** N    **State:** N    **PTP:** Y    **Other:** N    **QNIP:** N    **OMC:** N    **GOB:** N

**Awarded To:**    **CSBE Exp Date:**    **Paid Amt:** \$0.00

**Collusion Affidavit Received:** N    **Date Collusion Affidavit Received:**

**Base Amt:** \$0.00    **Cont Amt:** \$0.00    **Ded Amt:** \$0.00    **Award Amt:** \$0.00

**Insurance:**    **OCI Approved:** N    **Date Approved:**    **GL Ins Exp Dt:**

**Bond Review:**    **OCI Approved:** N    **Date Approved:**    **AL Ins Exp Dt:**

**Risk Management:**    **OCI Approved:** N    **Date Approved:**    **WC Ins Exp Dt:**

**Scope of Work:** (Contractor must obtain and submit all permits prior to performing any work.)

Work under this Contract shall include, but is not limited to the following: Furnishing all supervision, labor, required materials, equipment, tools and performing all operations necessary to add/upgrade pedestrian signals with pedestrian

indication heads and push buttons, school speed zone signs, school crosswalk signs, pavement markings, and sidewalks, to enable and encourage students in grades k-8 to walk and/or bicycle to and from school; to make walking and bicycling to school safer and more appealing; and to facilitate the planning, development, and implementation of projects that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

**Design Drawings Included:** Y

**Shop Drawings Included:** N

**Specifications Included:** Y

**Project Qualifier:** Frank Aira

**Phone No:** 305-375-2930

**EMail:** AiraF@miamidade.gov

**Comments:**

**LOCATION OF WORK**

The location of work to be performed under the terms of this Contract have been tentatively listed at the following Elementary schools:

1. Charles R. Drew, 1755 NW 60th Street, Miami Fl. 33142
2. Miami Park, 2225 NW 103rd Street, Miami Fl. 33147
3. Holmes, 1175 NW 67th Street, Miami Fl. 33150
4. Lenora B. Smith, 4700 NW 12th Avenue, Miami Fl. 33127
5. West Little River, 2450 NW 84th Street, Miami Fl. 33147
6. Lilie C. Evans, 1895 NW 75th Street, Miami Fl. 33147
7. Liberty City, 1855 NW 71st Street, Miami Fl. 33147
8. Kelsey L. Pharr, 2000 NW 46th Street, Miami Fl. 33142
9. Arcola Lake, 1037 NW 81st Street, Miami Fl. 33150
10. Martin Luther King, 7124 NW 12th Avenue, Miami Fl. 33150
11. Orchard Villa, 5720 NW 13th Avenue, Miami Fl. 33142
12. Earlington Heights, 4750 NW 22nd Avenue, Miami FL. 33142
13. Olinda, 5536 NW 21st Avenue, Miami Fl. 33142

**REQUIRED CERTIFICATION**

The Bidder's Certification shall be as set forth in the Contract Documents. At the time of Bid, the Bidder must hold a valid, current, and active Certificate of Competency as a Electrical Engineering Contractor or Certification, as an electrical contractor provided by the State of Florida Electrical Contractors' Licensing Board, pursuant to the provisions of Section 489.511 of the Florida Statutes

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

A Disadvantaged Business Enterprise (DBE) contract goal of 13% participation has been established for this Contract. The Contractor shall make good faith efforts, pursuant to Section 26.53 of 49 Code of Federal Regulations (CFR) Part 26, to meet the DBE contract goal in the performance of this Contract. DBE Participation Provisions and applicable forms are attached to these Contract Documents.

**BID DOCUMENTS:**

Bidding documents may be purchased from the Miami-Dade County Department of Public Works, Contracts and Specifications Section, 111 NW 1st Street, 14th Floor, Miami, Florida 33128 for a non-refundable fee of fifty dollars (\$50.00) per each complete set of documents. Payment shall be in the form of a company check, cashier's check, or money order payable to the "Board of County Commissioners of Miami-Dade County, Florida."

**ADDENDUMS - RFI'S**

The Public Works Department has made changes with regard to how addendums and requests for information (RFI) will be sent to document holders. Be advised that all Addendums, RFI's, and the document holders list (bidder's list) are now available to view online at the following web address:

<http://services.miamidade.gov/DPM/SolicitationList.aspx>

Therefore, during the advertisement period, the Department will not be sending these documents via certified mail. All document holders must provide a dedicated fax number available at all hours. The Department will only be sending addendums and RFI's by fax and posting online at the aforementioned link. The bidders list will be updated every Friday during the advertisement phase of the contract. Please be aware that acknowledgment of receipt of all addendums and RFI's remain a requirement when submitting bids.

**VENDOR REGISTRATION:**

Due to the new Vendor Registration procedures of the Department of Procurement Management, updated definitions along with the "Affirmation of Vendor Affidavits" has been added to the Bid Submittal Package. The successful bidder must be registered under this new procedure prior to award.

**PRE BID - BID SUBMITTAL DUE DATE:**

Pre-Bid Conference time and location: 2:00 PM, Thursday, June 4, 2009, at 111 NW 1st Street, 15th Floor rear

Conference room.

Bid Submittal Time & Location: 2:00 PM, Wednesday, June 24, 2009, at 111 NW 1st Street, 17th floor, Clerk of the Board Office.

Contractor / Bid Information (Bids added 5/20/2009)								
Type	Contractor Name	Trade	Bid	DBD OK	Base Bid Amount	Award	Bid Type	LI Exp Date
7360	A. Bernal Services, Corp.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Abcon Electric	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Accura Electrical Contractors Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	AGC Electric Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	All Quality Electrical Services Inc.	Electrical Contractor	N		\$0.00		Pri	9/30/2009
7360	All Tech Electric, Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Austen Electric, Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	A-yan Electrical Services, Inc.	Electrical Contractor	N		\$0.00		Pri	9/30/2009
7360	Brailly Electric Corp.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Clearview Electric, Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Gancedo Technologies, Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Jador International Corporation	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Klean Power Electric Inc	Electrical Contractor	N		\$0.00		Pri	9/30/2009
7360	Magesco, Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Marey Electric, Inc.	Electrical Contractor	N		\$0.00		Pri	9/30/2009
7360	Med Electrical Contractors, Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Multi Electric Corp	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	MURRAY ELECTRIC OF MIAMI, INC.	Electrical Contractor	N		\$0.00		Pri	9/30/2009
7360	Outlook International Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Potential Difference, Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Prime Electrical Contractors, Inc.	Electrical Contractor	N		\$0.00		Pri	9/30/2009
7360	R & D Electric, Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Raydan Electric Inc	Electrical Contractor	N		\$0.00		Pri	9/30/2009
7360	Raymond Electric, Inc.	Electrical Contractor	N		\$0.00		Pri	9/30/2009
7360	Rays Electrical Supplies, Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Recreational Design & Construction, Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Road Runner Electric, Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Ruben Electric Technology, Inc.	Electrical Contractor	N		\$0.00		Pri	9/30/2009
7360	S.O.S. Electrical Contractors Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	South Florida Coastal Electric, Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Sure Electrical Contractors Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	SYSTEMS INTEGRATION & MAINTENANCE, INC.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Thevenin Enterprises Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010

7360	Tropical Electric Inc.	Electrical Contractor	N		\$0.00		Pri	8/31/2010
7360	Under Power Corp	Electrical Contractor	N		\$0.00		Pri	9/30/2009
7360	Union Electrical Contractor, Inc.	Electrical Contractor	N		\$0.00		Pri	9/30/2009

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OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
DADE COUNTY, FLORIDA

# Memorandum



Date: November 6, 2007

Agenda Item No. 8(P)(1)(C)

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

From: George M. Burgess  
County Manager

Subject: Local Agency Program (LAP) Agreement between Miami-Dade County and the Florida Department of Transportation (FDOT) to Provide \$2,199,415.65 in Safe Routes to Schools Program Funds in Fiscal Year 2007-2008 R-1235-07

### RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of a Local Agency Program (LAP) Agreement between Miami-Dade County and the Florida Department of Transportation (FDOT). The Agreement provides the County in Fiscal Year 2007-2008 with up to \$2,199,415.65 in Safe Routes to Schools Program (SRTS) funds to be paid through the FDOT, for the construction of safety related infrastructure improvements at thirteen (13) schools located throughout Miami-Dade County (See Appendix A). The proposed improvements will include sidewalk/bike lanes, traffic calming, signs, signals, crosswalks, school zone signs, and pedestrian ramps. The SRTS does require that a local funding source provide up front funding for the projects which will be fully reimbursed. The Public Works Department (PWD) is proposing to provide the upfront funds from proceeds collected through the Charter County Transit System Sales Surtax (the Surtax). As such, approval by the Citizens' Independent Transportation Trust (CITT) is required prior to the execution of this LAP Agreement.

### SCOPE

This SRTS will provide for projects at schools grades K through 8, located throughout Miami-Dade County. This LAP covers projects at thirteen (13) schools to be funded in Fiscal Year 2007-2008

### FISCAL IMPACT/FUNDING SOURCE

The total costs, including design, construction, and contingencies, for the project are \$2,199,415.65, for Fiscal Year 2007-2008. The full amount will be funded by the SRTS; however, because these funds will be provided on a reimbursable basis, the program requires that there be local funding source to provide up front funds for the projects. The proposed improvements qualify under the allowable work categories included in the People's Transportation Plan (PTP) Neighborhood Improvements Section. Specific funds for each of the projects at the thirteen (13) schools will be borrowed from funds currently budgeted for School Flashing Signals and Arterial Road Projects. At this time, PWD is progressing with the testing of new technologies for School Flashing Signals which may result in significant cost savings. Although work on new School Flashing Signals is still progressing under the current contracts, PWD is holding off initiating new School Flashing Signal contracts until said tests are completed. Since PTP funds are to be reimbursed as each project is completed, the proposed projects will have no adverse impact on the ability to deliver any other PTP projects.

### TRACK RECORD/MONITOR

PWD will let, supervise and inspect all aspects of project construction and administration. Throughout the SRTS, PWD Project Management responsibilities have been assigned to Jeff Cohen, P.E., Assistant Chief, Traffic Engineering.

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

The SRTS was authorized in August 2005 by Section 1404 of the Federal Transportation Act, SAFETEA-LU (Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users). This program provides Federal-aid highway funds to State Departments of Transportation to make it safer and easier for children in grades K through 8 to walk or bicycle to and from school.

On May 31, 2007, the Miami-Dade County Public Schools (MDCPS) submitted applications for thirty-two (32) schools located in Miami-Dade County to the FDOT for consideration within the SRTS. The subject schools were identified with the assistance of FDOT, PWD, and the Metropolitan Planning Organization (MPO) based on proximity to traffic crashes involving juvenile pedestrians, potential for attracting new walk trips and geographic distribution. MDCPS has received SRTS allocations for thirteen (13) schools in FY 2007-2008, ten (10) schools in FY 2008-2009, and nine (9) schools in FY-2009-2010. FDOT has indicated that a LAP Agreement will be required to be executed for each fiscal year. MDCPS is not a LAP certified agency, meaning they cannot contract to administer federally-assisted transportation projects; however, PWD is a LAP Certified Agency and therefore, MDCPS has partnered with PWD in order to take advantage of the availability of these federal funds. Additionally, given budgeting time constraints, MDCPS was unable to budget funds for this upcoming fiscal year and has requested if PWD could assist in providing the required upfront funds for FY 2007-2008. PWD shall oversee the design, bid, award, and construction administration of the projects and shall, upon each project's completion, submit invoices to FDOT's District Six LAP Administrator for approval and reimbursement.

This Agreement will provide up to \$2,199,415.65 reimbursement for the design and construction of safety related infrastructure improvements at the thirteen (13) schools in Miami-Dade County approved for FY 2007-2008.

PWD will implement a Public Involvement Plan (PIP) during the construction of the project to provide information to parents, teachers, property owners, tenants, and area residents of work to be performed in the area. The projects are anticipated to be completed by the end of June 2009.

  
Assistant County Manager



Appendix A

**SAFE ROUTES TO SCHOOLS (SRTS) INFRASTRUCTURE PROJECTS FY 2007/2008**

<b>DISTRICT</b>	<b>SCHOOL</b>	<b>AMOUNT FUNDED</b>
3	Lenora B. Smith Elementary School 4700 NW 12 AVENUE	\$302,340.42
2	West Little River Elementary School 2450 NW 84TH STREET	\$332,070.38
2	Lillie C. Evans Elementary School 1895 NW 75TH STREET	\$262,767.87
2	Liberty City Elementary School 1855 NW 71ST STREET	\$51,638.64
3	Kelsey L. Pharr Elementary School 2000 NW 46TH STREET	\$372,492.20
2	Arcola Lake Elementary School 1037 NW 81ST STREET	\$129,185.71
2	Martin Luther King Elementary School 7124 NW 12TH AVENUE	\$62,741.67
3	Orchard Villa Elementary School 5720 NW 13TH AVENUE	\$77,438.55
3	Earlington Heights Elementary School 4750 NW 22ND AVENUE	\$235,226.56
3	Olinda Elementary School 5536 NW 21ST AVENUE	\$107,558.24
3	Charles R. Drew Elementary School 1775 NW 60TH STREET	\$78,887.81
2	Miami Park Elementary School 2225 NW 103RD STREET	\$116,845.81
2	Holmes Elementary School 1895 NW 75TH STREET	\$70,221.79
	<b>TOTAL</b>	<b>\$2,199,415.65</b>

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Appendix B  
**SAFE ROUTES TO SCHOOLS (SRTS) INFRASTRUCTURE PROJECTS FY 2008/2009 and  
 2009/2010**

<b>2008/2009</b>		
<b>DISTRICT</b>	<b>SCHOOL</b>	<b>AMOUNT FUNDED</b>
2	Poinciana Park Elementary School 6745 NW 23RD AVENUE	\$170,908.97
2	Thena Crowder Elementary School 757 NW 66TH STREET	\$191,576.48
13	Amelia Earhart Elementary School 5987 E 7 AVENUE	\$66,678.11
13	Bob Graham Education Center 15901 NW 79 AVENUE	\$73,911.19
3	Miami Shores Elementary School 10351 NE 5TH AVENUE	\$80,020.73
1	Barbara Hawkins Elementary School 19010 NW 37TH AVENUE	\$84,034.30
12	Eugenia B. Thomas K-8 Center 5950 NW 114 AVENUE	\$84,748.95
13	Flamingo Elementary School 701 EAST 33 STREET	\$96,508.52
2	Van Blanton Elementary School 10327 NW 11TH AVENUE	\$151,410.71
1	Joella Good Elementary School 6350 NW 188TH TERRACE	\$165,743.08
	<b>TOTAL</b>	<b>\$1,165,541.04</b>

<b>2009/2010</b>		
<b>DISTRICT</b>	<b>SCHOOL</b>	<b>AMOUNT FUNDED</b>
2	Melrose Elementary School 3050 NW 35TH STREET	\$318,688.94
1	Opa Locka Elementary School 600 AHMAD STREET	\$332,813.33
9	Pine Villa Elementary School 21799 SW 117TH COURT	\$104,025.50
9	Caribbean Elementary School 11990 SW 200 STREET	\$457,632.44
7	Ludlam Elementary School 6639 SW 74TH STREET	\$127,630.76
6	Henry M. Flager Elementary School 5222 NW 1ST STREET	\$80,104.71
5	South Pointe Elementary School 1050 FOURTH STREET	\$38,656.02
2	North Miami Elementary School 655 NE 145 STREET	\$66,995.41
7	Southside Elementary School 45 SW 13TH STREET	\$15,888.30
	<b>TOTAL</b>	<b>\$1,542,435.41</b>

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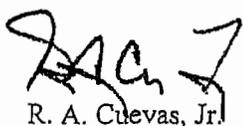


# MEMORANDUM

(Revised)

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

DATE: November 6, 2007

FROM:   
R. A. Cuevas, Jr.  
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(C)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

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Approved \_\_\_\_\_ Mayor

Agenda Item No. 8(P)(1)(C)

Veto \_\_\_\_\_

11-06-07

Override \_\_\_\_\_

RESOLUTION NO. R-1235-07

RESOLUTION APPROVING EXECUTION OF A LOCAL AGENCY PROGRAM (LAP) AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO PROVIDE \$2,199,415.65 IN SAFE ROUTES TO SCHOOLS PROGRAM FUNDS FOR THE DESIGN AND CONSTRUCTION OF SAFETY RELATED INFRASTRUCTURE IMPROVEMENTS FOR SCHOOLS LOCATED IN MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR TO EXERCISE THE PROVISIONS THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, both the State of Florida and Miami-Dade County wish to facilitate both the design and construction of safety related infrastructure improvements for schools located in Miami-Dade County,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the Local Agency Program Agreement between Miami-Dade County and the Florida Department of Transportation, providing for Federal reimbursement to the County of up to \$2,199,415.65 in Safe Routes to Schools Program funds of the cost to design and construct these improvements, in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or his designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

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The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Bruno A. Barreiro, Chairman	<b>aye</b>	
	Barbara J. Jordan, Vice-Chairwoman	<b>absent</b>	
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson	<b>aye</b>
Carlos A. Gimenez	<b>aye</b>	Sally A. Heyman	<b>aye</b>
Joe A. Martinez	<b>aye</b>	Dennis C. Moss	<b>aye</b>
Dorrin D. Rolle	<b>aye</b>	Natacha Seijas	<b>aye</b>
Katy Sorenson	<b>aye</b>	Rebeca Sosa	<b>aye</b>
Sen. Javier D. Souto	<b>absent</b>		

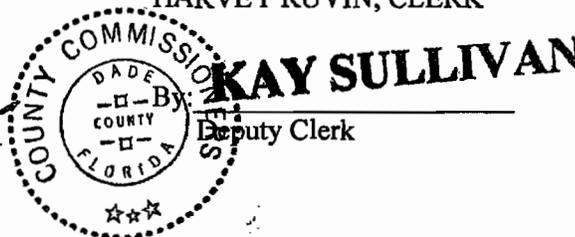
The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of November, 2007. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.

Bruce Libhaber



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FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____

Data Universal Number System (DUNS) No: 80-939-7102  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Miami-Dade County Public Works Department hereinafter called the Agency.

**WITNESSETH:**

WHEREAS, the Agency has the authority to enter into this 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 Section 339.12, 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 to provide for the Department's participation in Miami-Dade County Safe Routes to Schools Project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department 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.

**1.01 Attachments:** Exhibit(s) "A" & "B" are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

**Removal of Any Unbilled Funds**

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

**Removal of All Funds**

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If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the project on or before \_\_\_\_\_. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** 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.

**2.04 Agency Funds:** 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.

**2.05 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 and the Federal Highway Administration (FHWA) may require.

**3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the project is \$ 2,199,415.65. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department 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 paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**3.05 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 Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- "(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any



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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 and which have a term for a period of more than 1 year."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

**5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 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.

**5.04 Audit Reports:** Recipients of federal and state funds are to have audits done annually using the following criteria:

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The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

**Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (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, as revised, and/or other procedures. By entering into this Agreement, the recipient 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 recipient is appropriate, the recipient 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 the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

### **Audits**

**Part I - Federally Funded:** Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

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 "1" of 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, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient 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:** Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

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 of such recipient, 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 Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" 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 non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state 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) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

  
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3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State 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:** The recipient 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.

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

- a) The Department at each of the following address(es):

(Insert mailing address(es) of office(s) responsible for program oversight - District LAP Administrator or person designated by District.)

- b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

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

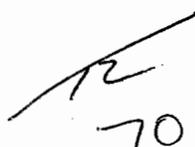
- c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, 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:

(Insert mailing address(es) of office(s) responsible for program oversight - District LAP Administrator or person designated by District.)

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

(Insert mailing address(es) of office(s) responsible for program oversight - District LAP Administrator or person designated by District.)



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3. Copies of the financial reporting package required by 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 address(es):

(Insert mailing address(es) of office(s) responsible for program oversight - District LAP Administrator or person designated by District.)
  - 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 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 address(es):

(Insert mailing address(es) of office(s) responsible for program oversight - District LAP Administrator or person designated by District.)
5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 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, as revised, 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 financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

**Part V - Record Retention:** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

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

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

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All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

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 agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**7.00 Department Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency 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 if:

**7.01 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 of data furnished therewith or pursuant hereto;

**7.02 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;

**7.03 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 expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

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

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

**7.07 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 or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7.08 Final Invoices:** The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

**8.00 Termination or Suspension of Project:**

**8.01 Termination or Suspension Generally:** The Department may, 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 this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

  
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If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

**8.02 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: (a) 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 a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost 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 estimate within a reasonable time. 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.

**9.00 Contracts of Agency:**

**9.01 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 funds, including consultant or construction 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. 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.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. 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.

**10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**11.00 Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

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

**12.01 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, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that

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employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. 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 of operation of the project, except contracts for the 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.

**12.02 Title VI - Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

**12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**12.07 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

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**12.08 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 this Agreement or any benefit arising therefrom.

**13.00 Miscellaneous Provisions:**

**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**13.03 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.

**13.04 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.

**13.05 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.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. 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.

**13.08 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, 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 a written approval with any approved portions of the project and comments or recommendations covering 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 a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

**13.09 Right-of-Way Certification:** Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

**13.10 Agency Certification:** The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

**13.11 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.

**13.12 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.

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**13.13 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally-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 federally-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 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 paragraph 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.

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

**13.14 Maintenance:** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.

**13.15 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 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 the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency 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 State Comptroller's Hotline, 1-800-848-3792.

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

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Title:

Attest: \_\_\_\_\_  
Title:

As to form:

As to form:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

  
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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: \_\_\_\_\_

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Miami-Dade County, Public Works Department

Dated \_\_\_\_\_

PROJECT LOCATION: Various Schools located in Miami-Dade County

The project \_\_\_ is  is not on the National Highway System.

The project  is  is not on the State Highway System.

PROJECT DESCRIPTION: This statement of work describes and defines the services which are required for the design and construction of the Miami-Dade County Safe Routes to Schools Project to provide safety related infrastructure improvements for schools located in Miami-Dade County. The contractors shall provide all labor, equipment, and materials in accordance with Miami Dade County Design Standards and the current version of the FDOT Standard Specifications and Standard Index for Road and Bridge Construction and Design Standards. The scope of work for this project includes providing a wide range of safety related infrastructure improvements including sidewalk/bike lanes, traffic calming, signs, signals, crosswalks, school zone signs, and ramps. This Agreement will provide up to \$2,199,415.65 reimbursement for the design and construction of safety related infrastructure improvements at thirteen (13) schools in Miami-Dade County, located along State, County, and municipal roadways.

**SPECIAL CONSIDERATIONS BY AGENCY:**

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

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) \_\_\_\_\_ Study to be completed by \_\_\_\_\_.
- b) Design to be completed by \_\_\_\_\_.
- c) Right-of-Way requirements identified and provided to the Department by \_\_\_\_\_.
- d) Right-of-Way to be certified by \_\_\_\_\_.
- e) Construction contract to be let by \_\_\_\_\_.
- f) Construction to be completed by \_\_\_\_\_.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS Miami-Dade County Public Works Department Traffic Engineering Division 111 NW First Street, 15 <sup>th</sup> Floor Miami, Florida 33128	FPN:
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**PROJECT DESCRIPTION**

Name: Miami-Dade County Safe Routes to Schools Project Length: \_\_\_\_\_

Termini: \_\_\_\_\_

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning 2006-2007 2007-2008 2008-2009 Total Planning Cost	_____	_____	_____
Project Development & Environment (PD&E) 2006-2007 2007-2008 2008-2009 Total PD&E Cost	_____	_____	_____
Design 2006-2007 2007-2008 2008-2009 Total Design Cost	\$ 219,941.57	_____	\$ 219,941.57
Right-of-Way 2006-2007 2007-2008 2008-2009 Total Right-of-Way Cost	_____	_____	_____
Construction 2006-2007 2007-2008 2008-2009 2009-2010 Total Construction Cost	\$ 1,759,532.52	_____	\$ 1,759,532.52
Construction Engineering and Inspection (CEI) 2006-2007 2007-2008 2008-2009 Total CEI Cost	\$ 219,941.56	_____	\$ 219,941.56
Total Construction and CEI Costs	_____	_____	_____
<b>TOTAL COST OF THE PROJECT</b>	<b>\$ 2,199,415.65</b>	_____	<b>\$ 2,199,415.65</b>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

*[Handwritten signature]*  
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Find Contracts With Search String ==>

Projects

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## OFFICE OF CAPITAL IMPROVEMENTS CAPITAL IMPROVEMENTS INFORMATION SYSTEM

Thursday, July 02, 2009

### All Contracts for FEIN 650445173 Under Power Corp

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
30	PW	CON	<u>20050031</u>	Proactive Street Light Maintenance Contract - Zo	Under Power Corp	2/21/2008	\$4,176,125	3/24/2008	90% / On Schedule
30	PW	CON	<u>20050048</u>	Proactive Street Light Maintenance Contract - Zo	Under Power Corp	2/21/2008	\$2,722,656	3/24/2008	90% / On Schedule
0	PW	7360	<u>20050168</u>	TRAFFIC SIGNAL INSTALLATION	Under Power Corp	9/7/2006	\$183,241	3/12/2008	100% / Closed
0	PW	7360	<u>20050174</u>	Traffic Signal Improvement	Under Power Corp	12/6/2006	\$120,363	6/16/2009	100% / Closed
0	PW	7360	<u>20050224</u>	Traffic Signal Work	Under Power Corp	N/A	\$65,000	3/12/2008	100% / Closed
0	PW	7360	<u>20050256</u>	Traffic Signal Work	Under Power Corp	9/21/2006	\$179,000	3/12/2008	100% / Closed
0	PW	7360	<u>20050257</u>	Traffic Signal Work	Under Power Corp	9/9/2006	\$178,000	3/12/2008	100% / Closed
12	PW	7360	<u>20050270</u>	Lighting Improvement to SW 117	Under Power Corp	9/23/2006	\$439,000	3/5/2009	0% / N/A
30	PW	7360	<u>20050282</u>	Hurricane Traffic Signal Repai	Under Power Corp	8/18/2006	\$199,999	3/5/2009	100% / Closed
30	PW	CON	<u>20050286</u>	People's Transportation Plan (PTP) Retrofitting	Under Power Corp	3/25/2008	\$1,095,000	7/9/2008	0% / On Schedule
30	PW	CON	<u>20050287</u>	People's Transportation Plan (PTP) Retrofitting	Under Power Corp	10/1/2008	\$1,530,795	7/9/2008	0% / Not Started
30	PW	7360	<u>20050292</u>	Hurricane Street Light Repairs	Under Power Corp	N/A	\$199,999	11/16/2006	0% / Cancelled
30	PW	7360	<u>20050293</u>	Hurricane Street Light Repairs	Under Power Corp	N/A	\$199,999	11/16/2006	0% / Cancelled
30	PW	7360	<u>20050333</u>	Hurricane Traffic Signal Repai	Under Power Corp	9/26/2006	\$199,999	3/5/2009	100% / Closed
0	PW	7360	<u>20050335</u>	Traffic Signal Installation.	Under Power Corp	N/A	\$179,000	3/12/2008	100% / Closed
0	PW	7360	<u>20050338</u>	Hurricane Traffic Signal Repai	Under Power Corp	N/A	\$199,999	6/16/2009	100% / Closed
12	PW	7360	<u>20060010</u>	Traffic Signal Installation	Under Power Corp	N/A	\$164,000	6/16/2009	100% / Closed
30	PW	7360	<u>20060024</u>	Hurricane Traffic Signal Repai	Under Power Corp	N/A	\$199,999	6/16/2009	100% / Closed
0	PW	7360	<u>20060026</u>	PTP Flashing School Signals	Under Power Corp	4/1/2008	\$1,000,000	6/16/2009	100% / Closed
0	PW	7360	<u>20060027</u>	PTP Flashing School Signals	Under Power Corp	4/7/2008	\$1,000,000	6/16/2009	100% / Closed
0	PW	7360	<u>20060062</u>	Traffic Signal Installation	Under Power Corp	7/3/2007	\$167,000	3/12/2008	100% / Closed
30	PW	7360	<u>20060105</u>	PTP Roadway Lighting Construct	Under Power Corp	1/8/2008	\$950,000	3/24/2008	100% / On Schedule
30	PW	7360	<u>20060152</u>	Traffic Signals Improvement Co	Under Power Corp	2/12/2008	\$881,000	6/16/2009	100% / Closed

<u>DST</u>	<u>DPT</u>	<u>Type</u>	<u>Contract</u>	<u>Name</u>	<u>Location / Contractor</u>	<u>Estimated Completion Date</u>	<u>Total Award</u>	<u>Last Status Date</u>	<u>% Complete / Status *</u>
30	PW	7360	<u>20060153</u>	Traffic Signal Improvement Con	Under Power Corp	2/12/2008	\$881,000	6/16/2009	100% / Closed
8	PW	7360	<u>20060229</u>	New Traffic Signal	Under Power Corp	9/29/2007	\$218,000	6/16/2009	100% / Closed
30	PW	7360	<u>20060292</u>	PTP Street Light Installation	Under Power Corp	6/1/2008	\$1,000,000	3/24/2008	91% / On Schedule
30	PW	7360	<u>20060311</u>	Open Traffic Signal	Under Power Corp	7/28/2009	\$1,000,000	6/16/2009	98% / Work Order within Duration
0	PW	7360	<u>20060363</u>	PTP Traffic Signal @ East 1st	Under Power Corp	3/26/2008	\$173,340	2/5/2008	100% / Work Complete, Pending Close-Out
12	PW	7360	<u>20070486</u>	Traffic Signal Installation	Under Power Corp	3/15/2008	\$151,640	6/16/2009	100% / Closed
30	PW	7360	<u>20070583</u>	INTERNALLY ILLUMINATED STREET	Under Power Corp	3/28/2008	\$300,000	3/17/2008	100% / Behind Schedule
30	PW	7360	<u>20070584</u>	INTERNALLY ILLUMINATED STREET	Under Power Corp	3/28/2008	\$300,000	3/17/2008	100% / Behind Schedule
30	PW	7360	<u>20070585</u>	INTERNALLY ILLUMINATED STREET	Under Power Corp	3/28/2008	\$300,000	3/17/2008	100% / Behind Schedule
30	PW	7360	<u>20070586</u>	PTP INTERNALLY ILLUMINATED STR	Under Power Corp	4/16/2008	\$300,000	3/17/2008	100% / Behind Schedule
0	PW	7360	<u>20070601</u>	PTP Street Lighting Installati	Under Power Corp	12/3/2009	\$985,947	2/25/2009	79% / On Schedule
30	PW	CON	<u>20070603</u>	PTP Traffic Signal Installation Contract Countyw	Under Power Corp	7/8/2010	\$1,500,000	3/26/2009	35% / Behind Schedule
30	PW	CON	<u>20070604</u>	PTP Traffic Signal Installation Contract Countyw	Under Power Corp	7/8/2010	\$1,500,000	6/16/2009	50% / On Schedule
30	PW	7360	<u>20070777</u>	PTP Street Lighting Installati	Under Power Corp	N/A	\$886,486	5/21/2008	0% / N/A
0	PW	7360	<u>20070786</u>	Internally Illuminated Street	Under Power Corp	9/13/2008	\$705,357	3/11/2009	100% / Complete
0	PW	7360	<u>20070787</u>	Internally Illuminated Street	Under Power Corp	7/30/2008	\$439,732	3/11/2009	100% / Complete
30	PW	7360	<u>20080059</u>	Traffic Signal Installation	Under Power Corp	N/A	\$651,700	3/5/2009	0% / Not Started
30	PW	7360	<u>20080260</u>	PTP INTERNALLY ILLUMINATED STR	Under Power Corp	N/A	\$374,665	3/26/2009	0% / Not Started
7	PR	7360	<u>422801/08/001</u>	Crandon Park Tennis Center - L	Under Power Corp	N/A	\$1,459,000		0% / N/A
Totals:						42	\$29,357,041		

\* Yellow Status=Inactive Contract

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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>
PW	<u>20050031</u>	CON	<u>Under Power Corp</u>	3/24/2008	Toni Sharpe-Truitt	Completion of construction	<u>3.2</u>
PW	<u>20050048</u>	CON	<u>Under Power Corp</u>	3/24/2008	Toni Sharpe-Truitt	Completion of construction	<u>3.2</u>
PW	<u>20070603</u>	CON	<u>Under Power Corp</u>	2/13/2009	William Salazar	Project conclusion or closeout	<u>3.2</u>
PW	<u>20070603</u>	CON	<u>Under Power Corp</u>	2/17/2009	William Salazar	Completion of construction	<u>3.1</u>
PW	<u>20070603</u>	CON	<u>Under Power Corp</u>	2/17/2009	William Salazar	Completion of construction	<u>3.1</u>
PW	<u>20070603</u>	CON	<u>Under Power Corp</u>	2/17/2009	William Salazar	Interim	<u>3.3</u>
PW	<u>20070603</u>	CON	<u>Under Power Corp</u>	2/24/2009	William Salazar	Interim	<u>4.0</u>
PW	<u>20070603</u>	CON	<u>Under Power Corp</u>	2/24/2009	William Salazar	Interim	<u>4.0</u>
PW	<u>20070604</u>	CON	<u>Under Power Corp</u>	3/9/2009	Felix Hernandez	Interim	<u>3.6</u>
PW	<u>20070604</u>	CON	<u>Under Power Corp</u>	3/9/2009	Felix Hernandez	Interim	<u>3.6</u>
PW	<u>20070604</u>	CON	<u>Under Power Corp</u>	3/9/2009	Felix Hernandez	Interim	<u>3.6</u>
PW	<u>20070604</u>	CON	<u>Under Power Corp</u>	3/9/2009	Felix Hernandez	Interim	<u>3.7</u>
PW	<u>20070604</u>	CON	<u>Under Power Corp</u>	3/10/2009	Felix Hernandez	Completion of construction	<u>3.6</u>
PW	<u>20070604</u>	CON	<u>Under Power Corp</u>	3/10/2009	Felix Hernandez	Completion of construction	<u>3.6</u>
PW	<u>20070604</u>	CON	<u>Under Power Corp</u>	3/10/2009	Felix Hernandez	Completion of construction	<u>3.6</u>
PW	<u>20050335</u>	7360	<u>Under Power Corp</u>	6/16/2006	Felix Hernandez	Interim	<u>3.7</u>
PW	<u>20060010</u>	7360	<u>Under Power Corp</u>	6/16/2006	Felix Hernandez	Interim	<u>3.7</u>
PW	<u>20050257</u>	7360	<u>Under Power Corp</u>	6/16/2006	Jean Gaboton	Interim	<u>3.8</u>

PW	<u>20050256</u>	7360	<u>Under Power Corp</u>	6/16/2006	Jean Gaboton	Interim	<u>3.8</u>
PW	<u>20050174</u>	7360	<u>Under Power Corp</u>	11/14/2006	Felix Hernandez	Interim	<u>3.1</u>
PW	<u>20060062</u>	7360	<u>Under Power Corp</u>	11/14/2006	Felix Hernandez	Interim	<u>3.0</u>
PW	<u>20060153</u>	7360	<u>Under Power Corp</u>	11/14/2006	Felix Hernandez	Interim	<u>3.5</u>
PW	<u>20060010</u>	7360	<u>Under Power Corp</u>	11/14/2006	Felix Hernandez	Interim	<u>3.3</u>
PW	<u>20050168</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Project conclusion or closeout	<u>3.2</u>
PW	<u>20050174</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Project conclusion or closeout	<u>3.3</u>
PW	<u>20050224</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	None	<u>3.5</u>
PW	<u>20050256</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Project conclusion or closeout	<u>3.0</u>
PW	<u>20050257</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Project conclusion or closeout	<u>3.0</u>
PW	<u>20050282</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Project conclusion or closeout	<u>3.4</u>
PW	<u>20050333</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Project conclusion or closeout	<u>3.4</u>
PW	<u>20050335</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Project conclusion or closeout	<u>3.4</u>
PW	<u>20050338</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Project conclusion or closeout	<u>3.4</u>
PW	<u>20060010</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Project conclusion or closeout	<u>3.0</u>
PW	<u>20060024</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Project conclusion or closeout	<u>3.4</u>
PW	<u>20060026</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Interim	<u>2.9</u>
PW	<u>20060027</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Interim	<u>2.8</u>
PW	<u>20060062</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Project conclusion or closeout	<u>3.2</u>
PW	<u>20060152</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Interim	<u>2.9</u>
PW	<u>20060153</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Interim	<u>2.9</u>
PW	<u>20060229</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Completion of construction	<u>2.7</u>
PW	<u>20060311</u>	7360	<u>Under Power Corp</u>	9/10/2007	Felix Hernandez	Interim	<u>3.1</u>
PW	<u>20070583</u>	7360	<u>Under Power Corp</u>	3/17/2008	Antonio Edmead	Interim	<u>3.2</u>

PW	<u>20070584</u>	7360	<u>Under Power Corp</u>	3/17/2008	Antonio Edmead	Interim	<u>3.2</u>
PW	<u>20070585</u>	7360	<u>Under Power Corp</u>	3/17/2008	Antonio Edmead	Interim	<u>3.2</u>
PW	<u>20070586</u>	7360	<u>Under Power Corp</u>	3/17/2008	Antonio Edmead	Interim	<u>3.2</u>
PW	<u>20060363</u>	7360	<u>Under Power Corp</u>	3/17/2008	Antonio Edmead	Interim	<u>3.2</u>
PW	<u>20060311</u>	7360	<u>Under Power Corp</u>	3/17/2008	Kevin Rivera	Interim	<u>3.2</u>
PW	<u>20060153</u>	7360	<u>Under Power Corp</u>	3/17/2008	Kevin Rivera	Completion of construction	<u>3.1</u>
PW	<u>20060027</u>	7360	<u>Under Power Corp</u>	3/17/2008	Kevin Rivera	Interim	<u>3.1</u>
PW	<u>20060152</u>	7360	<u>Under Power Corp</u>	3/17/2008	Kevin Rivera	Completion of construction	<u>3.0</u>
PW	<u>20060026</u>	7360	<u>Under Power Corp</u>	3/17/2008	Kevin Rivera	Interim	<u>3.0</u>
PW	<u>20070486</u>	7360	<u>Under Power Corp</u>	3/17/2008	Kevin Rivera	Interim	<u>3.1</u>
PW	<u>20070486</u>	7360	<u>Under Power Corp</u>	3/18/2008	Kevin Rivera	Completion of construction	<u>3.7</u>
PW	<u>20060292</u>	7360	<u>Under Power Corp</u>	3/24/2008	Toni Sharpe-Truitt	Completion of construction	<u>3.2</u>
PW	<u>20060105</u>	7360	<u>Under Power Corp</u>	3/24/2008	Toni Sharpe-Truitt	Completion of construction	<u>3.2</u>

Evaluation Count: 55 Contractors: 1 Average Evaluation: 3.3

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Firm	Date of Violation	Project #	Department	Ord.	Amount Identified	Amount Recovered	Amount Makeup	Reason	Status
	11/1/2002	630239Q	PW-Q	QINBP				Failure to achieve QNIP Workforce requirements	Closed 9/6/2006
<b>TRANSAMERICA CONSTRUCTION COMPANY</b>									
	8/13/2007	POSW0700112 06N017	SW	97-52				Deviation from the Schedule of Intent	Closed 6/4/2009
<b>TROMPEX CORPORATION</b>									
	3/14/2007	1298-2/04	PR	99-44				Failed to submit Payrolls	Closed 3/28/2007
<b>TURNER/AUSTIN AIRPORT TEAM</b>									
	4/13/2004	MIA-776-B-7	AV-AA	97-52				Deviation from the Schedule of Intent	Closed 9/6/2006
	4/23/2004	MIA-745B WS 3.1	AV-AA	97-52				Deviation from the Schedule of Intent	Closed 9/6/2006
	5/25/2005	MIA-745E WS-15.1	AV-AA	90-143				Failed to submit Payrolls	Closed 9/6/2006
<b>U.S. SECURITY ASSOCIATES, INC.</b>									
	7/5/2007	PERMITEE-PC-002808	AV	99-44	\$16,666.99	\$16,666.99		Underpayment of Employee	Closed 8/22/2007
<b>UNITECH BUILDERS CORP</b>									
	10/25/2006	AD0094	GS	03-1				Failure to obtain DBD approval of workforce plan by 25% proj. completion.	Open
	6/22/2007	AD0094	GS	03-1				Attempting to comply with the CWP requirements through fraud and/or misrepresentation	Open
<b>UNITED ENGINEERING CORPORATION</b>									
	2/18/2003	629014	DE	97-52				Failure to submit Monthly Utilization Report	Closed 9/6/2006
<b>UNO HANDLING CORPORATION</b>									
	12/21/2007	PERMITEE-C-2539	AV	99-44	\$8,359.39	\$8,359.39		Underpayment of Employee	Closed 2/20/2008
<b>USA CONTRACTOR</b>									
	11/14/2001	MCC-B-235D	AV	90-143	\$3,801.78	\$2,831.38		Underpayment of Employee	Closed 9/6/2006
<b>VILA AND SON LANDSCAPING CORP.</b>									
	6/22/2004	MCC-I-198A	AV	90-143	\$12,877.70	\$12,877.70		Underpayment of Employee	Closed 8/4/2008
<b>WEEKLEY ASPHALT PAVING, INC.</b>									
	7/16/2002	671908	PW	97-52			\$40,015.76	Prime failed to meet CSBE subcontractor goal	Open

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**MIAMI-DADE COUNTY  
DEPARTMENT OF SMALL BUSINESS DEVELOPMENT  
GOAL DEFICIT MAKE-UP REPORT as of: August 1, 2009**

FIRM NAME	DATE OF VIOLATION	PROJECT NUMBER	DEPT	PROGRAM	DEFICIT AMOUNT	APPROVED PLANS		* MAKE-UP BALANCE
						Date	Amount	
Adventure Environmental, Inc.	9/11/2007	CDDR5	Derm	CSBE	34,414.62			68,829.24
	9/11/2007	CDDR1	Derm	CSBE	28,456.53			56,913.06
	9/11/2007	CDDR3	Derm	CSBE	36,420.72			72,841.44
American Earth Movers, Inc.	11/16/2007	CDDR2	Derm	CSBE	168,918.00	11/20/2008	\$ 56,892.00	207,927.39
						7/31/2009	73,016.61	
Budget Construction, Co	5/4/2008	VKRP-06-01	Derm	CSBE	237,778.00			475,556.00
	6/22/2007	40070103006	Parks	CSBE	411,658.00	7/31/2009	349,225.00	474,091.00
Dato Electric, Inc.	6/18/2008	400701-05-004	Parks	CSBE	85,287.70			170,575.40
	10/31/2006	MIA-737H	MDAD	CSBE	488,072.50			996,145.00
Development & Communication Group of Florida, Inc.	4/6/2005	POSW0400740, RPQ #04T002	SWM	CSBE	27,500.00	2/5/2008	30,377.45	24,622.55
	12/20/2006	POWS0607759 T0708	WA5D	CSBE	300,000.00			600,000.00
Foster Construction of South Florida, Inc.	2/3/2009	POGS0706361 AD0136	PWD	CSBE	62,319.55			124,639.10
Metro Express, Inc.	1/4/2006	630022	PWD	CSBE	199,420.45	11/9/2007	320,080.85	78,760.05
Petro Hydro, Inc.	6/30/2006	20030180	PWD	CSBE	146,828.28			293,656.56
	2/6/2007	20030009	PWD	CSBE	132,000.00			264,000.00
	4/10/2007	20050291	PWD	CSBE	160,124.24			320,248.48
Solo Construction Corp.	2/4/2008	95087M11 POPR0701050	MDAD	CSBE	1,299,371.00	7/10/2009	147,186.05	2,451,555.95
Solution Construction, Inc.	9/28/2007	46440	PR	CSBE	87,967.55			175,935.10
<b>TOTAL</b>					<b>\$ 3,916,537.14</b>		<b>\$ 976,777.96</b>	<b>\$ 6,856,296.32</b>

FOR QUESTIONS REGARDING THIS REPORT, PLEASE CONTACT ALICE HIDALGO-GATO AT (305) 375-3111

\* Make-up Balance is double the deficit amount less the amount of any approved plans.

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**MIAMI DADE COUNTY**  
**Department of Small Business Development**  
**Firm History Report**

**FIRM NAME: UNDER POWER CORP.**  
**7900 NW 60th St**  
**Doral, FL 33166-0000**

**From: 08/12/2004 To: 08/12/2009**

**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* 20050048	1	PW	NO MEASURE	05/13/2005	\$967,000.00
	PROACTIVE STREET LIGHT MAINTENANCE CONTRACT - ZONE B (SIC 16)				
	2	NOV-28-06	365 days		\$644,666.67
	Change Order #				
	3	JUL-24-07			\$444,400.00
	Change Order #				
					<u>\$2,056,066.67</u>
* 20050031	1	PW	NO MEASURE	05/16/2005	\$1,591,750.00
	PROACTIVE STREET LIGHT MAINTENANCE CONTRACT - ZONE A (SIC 16)				
	2	NOV-28-06	365 days		\$1,051,696.70
	Change Order #				
	3	JUL-24-07			\$759,000.00
	Change Order #				
					<u>\$3,402,446.70</u>
20050256 (7360)	1	PW	NO MEASURE	10/13/2005	\$196,900.00
	TRAFFIC SIGNAL WORK				
					<u>\$196,900.00</u>
* 20050335 (7360)	1	PW	NO MEASURE	10/24/2005	\$196,900.00
	TRAFFIC SIGNAL INSTALLATION - PHASE II OF 20050256				
					<u>\$196,900.00</u>
20050257 (7360)	1	PW	NO MEASURE	11/01/2005	\$195,800.00
	TRAFFIC SIGNAL WORK				
					<u>\$195,800.00</u>

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\* Indicates closed or expired contracts  
 Disclaimer: Payments shown may not reflect current information



**MIAMI DADE COUNTY**  
**Department of Small Business Development**  
**Firm History Report**

**FIRM NAME: UNDER POWER CORP.**  
**7900 NW 60th St**  
**Doral, FL 33166-0000**

**From: 08/12/2004 To: 08/12/2009**

**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
20060024	1	PW	NO MEASURE	11/08/2005	\$199,999.00
HURRICAN TRAFFICE SIGNAL REPAIRS					
20050282 (7360)	1	PW	NO MEASURE	11/16/2005	\$235,449.00
HURRICANE TRAFFIC SIGNAL REPAIRS					
20050333 (7360)	1	PW	NO MEASURE	12/05/2005	\$199,999.00
HURRICANE TRAFFIC SIGNAL REPAIRS					
* 20050338 (7360)	1	PW	NO MEASURE	01/06/2006	\$199,999.00
HURRICANE TRAFFIC SIGNAL REPAIRS					
* 20050270	1	PW	NO MEASURE	01/17/2006	\$502,000.00
LIGHTING IMPROVEMENT (SIC 17)					

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**Department of Small Business Development**  
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**FIRM NAME: UNDER POWER CORP.**  
**7900 NW 60th St**  
**Doral, FL 33166-0000**

**From: 08/12/2004 To: 08/12/2009**

**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* 20050174 (7360) TRAFFIC SIGNAL IMPROVEMENT (SIC 17)	1	PW	NO MEASURE	01/24/2006	\$132,399.40
20050168 (7360) TRAFFIC SIGNAL INSTALLATION (SIC 17)	1	PW	NO MEASURE	01/24/2006	\$201,540.80
* EW2653-PW STREET LIGHTS REPAIRS - WILMA EMERGENCY	1	PW	NO MEASURE	02/02/2006	\$116,595.28
* EW2652-PW STREET LIGHT REPAIRS - WILMA EMERGENCY	1	PW	NO MEASURE	02/02/2006	\$189,243.75
* EW2651-PW STREET LIGHT REPAIRS - WILMA EMERGENCY	1	PW	NO MEASURE	02/02/2006	\$162,792.00

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**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* EW2650-PW TRAFFIC SIGNAL REPAIRS - WILMA EMERGENCY	1	PW	NO MEASURE	02/02/2006	\$140,000.00
					<u>\$140,000.00</u>
* EW2649-PW TRAFFIC SIGNAL REPAIRS - WILMA EMERGENCY	1	PW	NO MEASURE	02/02/2006	\$168,315.00
					<u>\$168,315.00</u>
* EW2648-PW TRAFFIC SIGNAL REPAIRS	1	PW	NO MEASURE	02/02/2006	\$155,990.50
					<u>\$155,990.50</u>
* EW2670-PW STREET LIGHTS REPAIRS - WILMA EMERGENCY	1	PW	NO MEASURE	02/03/2006	\$96,264.98
					<u>\$96,264.98</u>
* EW2709-PW STREET LIGHT REPAIRS - WILMA EMERGENCY	1	PW	NO MEASURE	02/07/2006	\$554,499.21
					<u>\$554,499.21</u>

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**MIAMI DADE COUNTY**  
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**From: 08/12/2004 To: 08/12/2009**

**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* EW2676-PW EMERGENCY STREET LIGHT REPAIRS - HURRICANE WILMA	1	PW	NO MEASURE	02/09/2006	\$225,241.73
<hr/>					
* EW2760-PW STREET LIGHT REPAIRS - WILMA EMERGENCY	1	PW	NO MEASURE	02/28/2006	\$70,200.00
<hr/>					
* 20060010 TRAFFIC SIGNAL INSTALLATION (SIC 17)	1	PW	NO MEASURE	03/01/2006	\$184,048.00
<hr/>					
20060062 7360 TRAFFIC SIGNAL INSTALLATION (SIC 17)	1	PW	NO MEASURE	03/30/2006	\$187,348.00
<hr/>					
* EW2675-PW EMERGENCY STREET LIGHT REPAIRS - HURRICANE WILMA	1	PW	NO MEASURE	04/25/2006	\$417,921.00
<hr/>					
					\$417,921.00

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**FIRM NAME:** UNDER POWER CORP.  
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**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
20060026 (7360) PTP FLASHING SCHOOL SIGNALS (SIC 17)	1	PW	NO MEASURE	05/09/2006	\$1,128,108.00
<hr/>					
20060027 (7360) PTP FLASHING SCHOOL SIGNALS (SIC 17)	1	PW	NO MEASURE	05/09/2006	\$1,128,108.00
<hr/>					
20060153 (7360) TRAFFIC SIGNAL IMPROVEMENT (SIC 17)	1	PW	NO MEASURE	06/02/2006	\$1,000,000.00
<hr/>					
20060152 (7360) TRAFFIC SIGNAL IMPROVEMENT (SIC 17)	1	PW	NO MEASURE	06/02/2006	\$1,000,000.00
<hr/>					
* 20050287 RETROFITTING OF EXISTING MDC STREET LIGHTING (SIC 17)	1	PW	NO MEASURE	06/06/2006	\$1,800,000.00
<hr/>					
					\$1,800,000.00

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 7900 NW 60th St  
 Doral, FL 33166-0000

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**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* 20050286	1	PW	NO MEASURE	06/06/2006	\$1,200,000.00
RETROFITTING OF EXISTING MDC STREET LIGHTING (SIC 17)					
* EW2835-PW	1	PW	NO MEASURE	06/06/2006	\$339,761.00
EMERGENCY STREET LIGHT REPAIRS (HURRICANE WILMA)					
* EW2836-PW	1	PW	NO MEASURE SBE	06/06/2006	\$331,980.00
EMERGENCY STREET LIGHT REPAIRS (HURRICANE WILMA)					
* EW2837-PW	1	PW	NO MEASURE SBE	06/06/2006	\$225,000.00
EMERGENCY STREET LIGHT REPAIRS (HURRICANE WILMA)					
* EW2838-PW	1	PW	NO MEASURE SBE	06/06/2006	\$328,426.00
EMERGENCY STREET LIGHT REPAIRS (HURRICANE WILMA)					

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**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* EW2839-PW	1	PW	NO MEASURE SBE	06/06/2006	\$267,447.00
EMERGENCY STREET LIGHT REPAIRS (HURRICANE WILMA)					
* 20060105 (7360)	1	PW	NO MEASURE	06/07/2006	\$1,054,825.00
ROADWAY LIGHTING CONSTRUCTION (SIC 17)					
* 20060229 (7360)	1	PW	NO MEASURE CSBE 0%	09/11/2006	\$241,948.00
NEW TRAFFIC SIGNALS INSTALLATION (SIC 17)					
20060311 (7360)	1	PW	NO MEASURE	11/07/2006	\$1,139,750.00
OPEN TRAFFIC SIGNAL (SIC 17)					
* 20060292 (7360)	1	PW	NO MEASURE	11/10/2006	\$1,059,211.00
PTP STREET LIGHT INSTALLATION CONTRACT (SIC 17)					

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**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
20060363 (7360)	1	PW	NO MEASURE	03/30/2007	\$197,531.74
PTP TRAFFIC SIGNAL INSTALLATION AT E 1ST AVENUE AND E 17TH STREET (SIC 17)					
* 20070486 (7360)	1	PW	NO MEASURE	04/11/2007	\$172,732.75
PTP TRAFFIC SIGNAL INSTALLATION (SIC 17)					
* 20070584 (7360)	1	PW	NO MEASURE	06/08/2007	\$346,000.00
INTERNALLY ILLUMINATED STREET NAME SIGN INSTALLATION (SIC 17)					
* 20070583 (7360)	1	PW	NO MEASURE	06/08/2007	\$346,000.00
INTERNALLY ILLUMINATED STREET NAME SIGN INSTALLATION (SIC 17)					
* 20070585 (7360)	1	PW	NO MEASURE	06/08/2007	\$346,000.00
INTERNALLY ILLUMINATED STREET NAME SIGN INSTALLATION (SIC 17)					

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**MIAMI DADE COUNTY**  
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**From: 08/12/2004 To: 08/12/2009**

**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* 20070586 (7360)	1	PW	NO MEASURE	06/08/2007	\$346,000.00
INTERNALLY ILLUMINATED STREET NAME SIGN INSTALLATION (SIC 17)					
* 20070787 (7360)	1	PW	NO MEASURE	01/08/2008	\$500,000.00
INTERNALLY ILLUMINATED STREET NAME SIGNS INSTALLATION (SIC 17)					
20070786 (7360)	1	PW	NO MEASURE	01/08/2008	\$800,000.00
INTERNALLY ILLUMINATED STREET NAME SIGNS INSTALLATION (SIC 17)					
20070777 (7360)	1	PW	NO MEASURE	04/03/2008	\$999,999.99
PEOPLE'S TRANSPORTATION PLAN (PTP) STREET LIGHTING INSTALLATION (SIC 17)					
20070604	1	PW	GOAL CSBE 9%	04/08/2008	\$1,703,036.00
PTP TRAFFIC SIGNAL INSTALLATION CONTRACT COUNTYWIDE (SIC 17)					

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**MIAMI DADE COUNTY**

Department of Small Business Development

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**FIRM NAME: UNDER POWER CORP.**  
 7900 NW 60th St  
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**From: 08/12/2004 To: 08/12/2009**

**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
20070603	1	PW	GOAL CSBE 9%	04/08/2008	\$1,703,036.00
PTP TRAFFIC SIGNAL INSTALLATION CONTRACT COUNTYWIDE (SIC 17)					
20070601 (7360)	1	PW	NO MEASURE	09/16/2008	\$795,542.00
PEOPLE'S TRANSPORTATION PLAN (PTP) S.W. 137TH AVENUE ROADWAY LIGHTING FROM S.W. 26TH STREET TO SW 8TH STREET (SIC 17)					
20080059 (7360)	1	PW	GOAL CSBE 10%	09/30/2008	\$750,000.00
TRAFFIC SIGNAL INSTALLATION CONTRACT (SIC 17)					
20080260 (7360)	1	PW	NO MEASURE	02/05/2009	\$427,124.80
INTERNALLY ILLUMINATED STREET NAME SIGNS CONTRACT (SIC 17)					
42280108/001 (7360)	1	PR	GOAL CSBE 3%	06/25/2009	\$1,728,471.07
CRANDON PARK TENNIS CENTER - LIGHTING MODIFICATIONS GRANDSTAND & COURTS 1 & 2					

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7900 NW 60th St  
Doral, FL 33166-0000

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PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
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20090019 (7360)	1	PW	GOAL DBE 13%	08/04/2009	\$398,852.67
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SAFE ROUTES TO SCHOOL

\$398,852.67

Total Award Amount	\$31,293,086.67
Total Change Orders Approved by BCC	\$2,899,763.37
	<u>\$34,192,850.04</u>

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UNDER POWER CORP.

### Filing Information

**Document Number** P93000079035

**FEI/EIN Number** 650445173

**Date Filed** 11/16/1993

**State** FL

**Status** ACTIVE

### Principal Address

7900 N.W. 60TH STREET  
MIAMI FL 33166

Changed 09/05/2007

### Mailing Address

7900 N.W. 60TH STREET  
MIAMI FL 33166

Changed 01/14/2008

### Registered Agent Name & Address

NIN, RAFAEL  
7900 N.W. 60TH STREET  
MIAMI FL 33166 US

Address Changed: 09/05/2007

### Officer/Director Detail

#### **Name & Address**

Title PSTD

NIN, RAFAEL  
450 N.W. 123RD AVENUE  
MIAMI FL 33182

Title VP

TIRSE, ALEXANDER  
9425 S.W. 106TH COURT  
MIAMI FL 33176

### Annual Reports

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