

**NOTE TO BIDDER: Use BLACK ink for completing this Proposal form.**

**PROPOSAL**

To: The City of Key West  
Address: 525 Angela Street, Key West, Florida 33040  
Project Title: TRUMAN AVENUE STORMWATER GRAVITY INJECTION WELLS  
Project No.: GN-0715  
Federal Project No: FM 422719-1

Bidder's person to contact for additional information on this Proposal:

Name: Daniel Gonzalez  
Telephone: 305.940.3303

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the CITY, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data, which he believes pertinent from the Engineer, CITY, and other sources in arriving at his conclusions.

The Bidder further agrees, as evidenced by signing the Proposal that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

The Bidder understands and agrees that if a Contract is awarded, the CITY may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the CITY.

The Bidder further agrees that the CITY may "non perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to NOTICE OF AWARD.

Section 287.134(3)(a), Florida Statutes, requires: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. Section 553.62, Florida Statutes, incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFRs. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the Bidder has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), STORMWATER GRAVITY INJECTION WELLS

Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. The Bidder certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds: (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency; (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and (d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

10. The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.

11. The firm certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States. Where the Bidder is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (11), the Bidder has provided an explanation in the "Exceptions" portion on page 4 of 4 or by attached separate sheet.

**EXCEPTIONS:**

Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions. I declare under penalty of perjury that the foregoing is true and correct.

**CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the CITY examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

**CERTIFICATES OF INSURANCE**

Bidder agrees to furnish the CITY, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

**START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder further agrees to begin work within 30 calendar days after the date of the Notice to Proceed and to complete the construction within 85 calendar days of Notice to Proceed.

This Contract will automatically expire and be terminated on final acceptance by the CITY.

**LIQUIDATED DAMAGES**

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2010) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

<b>Original Contract Amount</b>	<b>Daily Charge Per Calendar Day</b>
\$50,000 and Under	\$278
Over \$50,000 but less than \$250,000	\$388
\$250,000 but less than \$500,000	\$566
\$500,000 but less than \$2,500,000	\$1,148
\$2,500,000 but less than \$5,000,000	\$1,914
\$5,000,000 but less than \$10,000,000	\$2,514

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.



**BID SCHEDULE**  
**Gravity Injection Well Storm systems and piping throughout Key West**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt.</u>
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**1.) Performance and Payment Bonds, Mobilization / Demobilization, General & Supplementary Conditions, MOT, Certified AutoCAD As-Builts)**

a.)	1	LS	\$ <u>30,000.00</u>	<u>THIRTY THOUSAND</u>	\$ <u>30,000.00</u>
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**2.) TRENCH EXCAVATION, BACKFILL AND STORM PIPE**

a.) 18" Storm pipe (0 - 6 feet Deep) (Exact depth to be determined. 100 lf 18" pipe total)

<u>100</u>	LF	\$ <u>100.00</u>	<u>ONE HUNDRED</u>	\$ <u>10,000.00</u>
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b.) 18" Storm pipe (6 - 10 feet Deep) (Exact depth to be determined. 100 lf 18" pipe total)

<u>100</u>	LF	\$ <u>100.00</u>	<u>ONE HUNDRED</u>	\$ <u>10,000.00</u>
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c.) Florida Trench Safety Act Compliance

<u>100</u>	LF	\$ <u>1.00</u>	<u>ONE</u>	\$ <u>100.00</u>
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d.) Trench Safety Special Shoring Requirements  
 (System to be identified by Bidder):

<u>1</u>	LS	\$ <u>2,000.00</u>	<u>TWO THOUSAND</u>	\$ <u>2,000.00</u>
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System to be used: \_\_\_\_\_

e.) Sidewalk Removal (Any Thickness)

<u>161</u>	SF	\$ <u>10.00</u>	<u>TEAL</u>	\$ <u>1,610.00</u>
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<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt.</u>
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**3.) PAVEMENT (2" milling & 2" asphalt)**

a.) Pavement Restoration (2")

280 SY \$ 70.<sup>00</sup> SEVENTY \$ 19,600.<sup>00</sup>

b.) Asphalt Concrete Pavement Replacement over Trenches

0 LF \$ 70.<sup>00</sup> SEVENTY \$ - 0 -

**4.) CONCRETE**

a.) Sidewalk Restoration (4" depth)

161 SY \$ 40.<sup>00</sup> FORTY \$ 6,440.<sup>00</sup>

b.) Thickened Edge

260 LF \$ 25.<sup>00</sup> TWENTY FIVE \$ 6,500.<sup>00</sup>

**5.) CATCH BASIN AND INLETS**

a.) Type J Box with Type 9 Grate (5-10 feet deep)

3 EA \$ 10,000.<sup>00</sup> TEN THOUSAND \$ 30,000.<sup>00</sup>

b.) Type J Box with Type 9 Grate

1 EA \$ 10,000.<sup>00</sup> TEN THOUSAND \$ 10,000.<sup>00</sup>

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt.</u>
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**6.) ADJUSTMENTS AND CONNECTIONS**

a.) Waterline Relocation (4 to 8 Inches)

1 EA \$ 10,000.<sup>00</sup> TEN THOUSAND \$ 10,000.<sup>00</sup>

**7.) NUTRIENT SEPARATING TRIPLE CHAMBER BAFFLE BOX WITH INJECTION WELL**

Install Gravity Injection Well with Nutrient Separating Triple Chamber Baffle Box ( NSBB-6-12, Suntree Technologies, Inc. , Cocoa Florida), with 60 feet minimum 24" PVC Schedule 80 casing, and 30 foot open hole.

a.) 8 to 10 Feet Deep (exact depth to be determined. 1 box and well total)







SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work Asphalt Restoration

Name Bee Brothers  
8362 Pine Blvd Ste 258, Pembroke Pines, FL, 33024  
Street City State Zip

Portion of Work Well Drilling

Name Florida Keys Well Drilling  
PO Box 500237, Marathon, FL, 33050  
Street City State Zip

Portion of Work \_\_\_\_\_

Name \_\_\_\_\_

Street City State Zip

Portion of Work \_\_\_\_\_

Name \_\_\_\_\_

Street City State Zip



SURETY

Travelers Casualty and Surety Company Whose address is:  
One Town Square, Hartford, Connecticut, 06183  
Street City State Zip

**BIDDER**

The name of the Bidder submitting this Proposal is

Metro Equipment Service, Inc. doing business at  
7171 SW 62 Avenue, Miami, FL, 33143  
Street City State Zip

Phone Number 305.740.3309 Resident Agent Phone Number 786.367.0044

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

Jorge Godoy President

FEID No: 65-0010248 Telephone No: 786.367.0044

Email Address danny.metro@hotmail.com

**If Sole Proprietor or Partnership** N/A

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 13 day of September 2010.

(SEAL)

Metro Equipment Service, Inc.  
Name of Corporation

By Jorge Godoy [Signature]

Title President

Attest [Signature]  
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years.

(List similar projects, with types, names of clients, construction costs, and references with phone numbers. Use additional sheets if necessary.)

- Please SEE ATTACHED -





**ANTI-KICKBACK AFFIDAVIT**

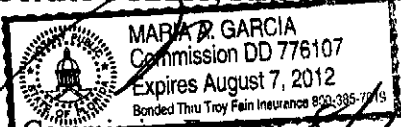
STATE OF FLORIDA            )  
  : SS  
COUNTY OF MONROE        )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Metro Equipment Service, Inc. *[Signature]*

Sworn and subscribed before me this 13 day of September, 2010

*[Signature]*  
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 8/7/2012

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**SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid or Proposal for STORMWATER GRAVITY RECHARGE WELLS, CITY OF KEY WEST, FLORIDA
  
2. This sworn statement is submitted by Metro Equipment Service, Inc.  
(name of entity submitting sworn statement)  
  
whose business address is 7171 SW 62 Avenue  
Miami, FL 33143 and (if applicable) its Federal  
Employer Identification Number (FEIN) is -65-0010248  
  
(If the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement N/A
  
3. My name is Jorge Godoy  
(Please print name of individual signing)  
  
and my relationship to the entity named above is President
  
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, Oconspiracy, material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo-contendere.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

*[Signature]*  
(signature)

13 Sep 2010  
(date)

STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jorge L. Godoy who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 13 day of September, 2010

My commission expires: 8/7/2012



[Signature]  
NOTARY PUBLIC



**CITY OF KEY WEST INDEMNIFICATION FORM**

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

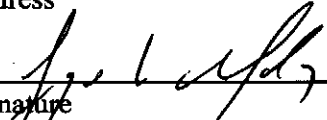
The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: Metro Equipment Service, Inc. SEAL:

7171 SW 62 Ave

Address



Signature

Jorge Bodoy

Print Name

President

Title

DATE: 13 Sep 2010





**Prohibited Interests Form and Notice**

I Jorge boday President certify that neither Metro Equipment Service, Inc.  
(Printed Name) (Title) (Company Name)

nor any of its 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 interests is immediately disclosed to the City of Key West, The City of Key West, with prior approval of the Department of Transportation, 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 City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to 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 this 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 government agency.

Jorge boday  
Signature



## **ATTACHMENT A: FDOT STANDARD SPECIFICATIONS**

### **2-1 Prequalification of Bidders.**

Except as noted below, prequalify with the Department to be eligible to bid. The Department publishes regulations covering prequalification of bidders under separate cover.

The Department does not require the Contractor to be prequalified if bidding construction contracts of \$250,000 or less if constructing buildings.

For construction contracts exceeding \$250,000 in amount, file an application for qualification on forms furnished by the Department, giving detailed information with respect to financial resources, equipment, past record, personnel, and experience. For qualified applicants, the Department will issue a certificate fixing the types of work and the aggregate amount of work that the Department allows the prequalified bidder to have under contract at any one time.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

- (a) A bid on a contract to provide any goods or services to a public entity.
- (b) A bid on a contract with a public entity for the construction or repair of a public building or public work.
- (c) Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

All prequalified Contractors bidding on any Contract must include with their bid proposal a copy of their Certification of Current Capacity (Form 375-020-22) and Status of Contracts On Hand (Form 375-020-21).



**ATTACHMENT B: SUSPENSION AND DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of 20 10, September 13

By Jorge Godoy

Authorized Signature/Contractor

Jorge Godoy / President

Typed Name/Title

Metro Equipment Service, Inc.

Contractor's Firm Name

7171 SW 62 Ave

Street Address

Ste. 502

Building, Suite Number

Miami, FL 33143

City/State/Zip Code

305-740-3303

Area Code/Telephone Number

**COMPLIANCE WITH 49 CFR §29.**  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: Monroe  
BID LETTING OF: GN-0715, FM 42271b-1

I, Jorge Godoy, hereby  
declare that I am President of Metro Equipment Service, Inc  
Of Miami, Florida

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR:

(Seal)

BY: Jorge Bodoy, President  
NAME AND TITLE PRINTED

WITNESS

BY: [Signature]  
SIGNATURE

WITNESS: Alexander Barba Co

Executed on this 13 day of September, 2010

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**





## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

May 19, 2010

METRO EQUIPMENT SERVICE, INC.  
7171 SW 62 AVENUE SUITE 502  
MIAMI FL 33143

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2011. However, the new application is due 4/30/2011.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

MAXIMUM CAPACITY RATING: \$51,500,000.00

**FDOT APPROVED WORK CLASSES:**

DRAINAGE

**FDOT APPROVED SPECIALITY CLASSES OF WORK:**

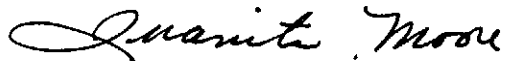
NONE

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: BRIDGE PAINTING, CATHODIC PROTECTION, DEBRIS REMOVAL (EMERGENCY), FLEXIBLE PAVING, GRADING, HOT IN PLACE RESURFACING, MINOR BRIDGES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE, R&R MINOR BRIDGES.

METRO EQUIPMENT SERVICE, INC  
May 19, 2010  
Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

A handwritten signature in cursive script that reads "Juanita Moore".

Juanita Moore, Manager  
Contracts Administration Office

JM:cj



**SURETY CAPACITY ELIGIBILITY DETERMINATION\***

**FIRM NAME**  
 Metro Equipment Service, Inc.

**DATE**  
 5/14/10

**CURRENT RATIO FACTOR**  
 2.00  
 Less than 1.00 - Not Eligible for Increased Bidding Capacity  
 1.00 or Greater - Eligible

**ABILITY SCORE**  
 75  
 Less than 80 - Not Eligible for Increased Bidding Capacity.  
 80 - 90 - See Table for Surety Multiplier.  
 Greater than 90 - Amount Shown on Surety Letter.

**TABLE**

ABILITY SCORE (A.S.)	SURETY MULTIPLIER (S.M.)	SURETY CAPACITY FORMULA (SURETY MULTIPLIER X MAXIMUM CAPACITY RATING X CONSTRUCTION REVENUE)	TOTAL REVENUES (MCR)	CRV/TRV
80	3.0	N/A	\$51,500,000.00	1.00
81	3.4			
82	3.8			
83	4.2			
84	4.6			
85	5.0			
86	5.6			
87	6.2			
88	6.8			
89	7.4			
90	8.0			
>90				

EQUALS SURETY CAPACITY ELIGIBILITY  
 \*Limited to "Aggregate of Contracts" Amount

No limit to eligibility for surety backed Bid Capacity  
 \* Please see Rule 14-22 for information regarding surety calculations.

**NOTICE OF ADMINISTRATIVE HEARING RIGHTS**

This document informs you that you may have the right to challenge the agency action described in the attached notice. If you wish to challenge the action, you may request an administrative hearing under sections 120.569 and 120.57, Florida Statutes. An administrative hearing is similar to a trial. You must deliver your request by 5:00 p.m. no later than 10 days after you received the notice to:

Clerk of Agency Proceedings  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, MS 58  
Tallahassee, Florida 32399-0458  
Facsimile: (850) 414-5264

If you disagree with the facts stated in the attached notice, you may request a formal administrative hearing under section 120.57(1), Florida Statutes. At a formal hearing, you may present evidence and arguments on all issues involved, and question the witnesses called by the department.

If you agree with the facts stated in the notice, you may request an informal administrative hearing under section 120.57(2), Florida Statutes. At an informal hearing, you may present your argument or a written statement for consideration by the department.

Your request for an administrative hearing must meet the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, depending on whether you request a formal or informal hearing. If you want a hearing to challenge the action, you must:

1. Include a copy of the notice with your request;
2. Prepare your request legibly, on 8½ by 11 inch white paper; and
3. Include in your request all of the following items:
  - a. State your name address, and telephone number of and/or that of your representative along with any Department of Transportation identifying number on the notice;
  - b. Explain how your rights or interests will be affected by the action described in the notice;
  - c. State when and how you received the notice;
  - d. State all of the facts in the notice with which you disagree. If you do not disagree with any of the facts stated in the notice, you must say so;
  - e. State the facts you believe would justify a change to the agency's proposed action;
  - f. State the rules or statutes you believe prohibit the agency's proposed action;
  - g. Explain how the facts relate to those rules and statutes on which you are relying; and
  - h. State the relief you want, plus the action you wish the agency to take or refrain from taking.

The Department will dismiss your request for an administrative hearing if it does not meet these requirements. If you have not submitted your request to the Clerk of Agency Proceedings by the deadline above, you will not be entitled to a hearing and the action described in the notice will be final.

Mediation, where you and the department try to work out an agreement without a hearing, may be available. If no agreement is reached through mediation, you still have the same right to a hearing.

If you have any questions, comments and/or concerns about requesting a hearing, you may contact the Clerk of Agency Proceedings at (850) 414-5393.



**Invitation to Bid # 10-021  
STORMWATER GRAVITY WELLS – Truman Ave.  
PROJECT NO. GN-0715  
FDOT FEDERAL FUNDS LAP AGREEMENT # 422716-1**

**ADDENDUM # 1**

September 8, 2010

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. This addendum will modify the contract deadlines for project permitting and construction completion, revision to the number of submittals required of bidders, and a clarification of the Davis-Bacon Wage Table for the project. It also includes minutes, agenda, and the sign-in sheet from the Mandatory Pre-bid meeting held on September 2, 2010.

The referenced bid package is hereby addended in accordance with the following items:

**Please be advised of the following changes to the contract documents:**

1. The Contractor will be allowed 90 days to secure all permitting needed for the completion of this project. Construction should be fully complete 85 calendar days after all permits have been received.
2. Please submit two originals of the bid package and three CD-ROMs or USB drives with a single PDF file of the entire bid package on each CD-ROM or USB drive. Bid package is to be enclosed in a sealed envelope with "Bid for Construction of Stormwater Gravity Wells- Truman Ave." addressed and delivered to the City Clerk's office.
3. Highway is the correct Davis-Bacon Wage Table for this project.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this addendum may be considered non-responsive.

  
\_\_\_\_\_  
Signature

Metro Equipment Service, Inc.  
\_\_\_\_\_  
Name of Business or Corporation

**FLORIDA BID BOND**BOND NO. N/A

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that METRO EQUIPMENT SERVICE, INC.7171 Southwest 62nd Avenue, #502, Miami, Florida 33143hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of AmericaOne Tower Square, Hartford, Connecticut 06183a corporation duly organized under the laws of the State of Connecticuthaving its principal place of business at One Tower Square, Hartford, Connecticut 06183in the State of Connecticut, and

authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto \_\_\_\_\_

The City of Key Westhereinafter called the OBLIGEE, in the sum of Five Percent of Amount BidDOLLARS (\$ 5% ) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for 20TH STREET GRAVITY INJECTION WELLS, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a

STORMWATER GRAVITY INJECTION WELLS

guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 15th day of September, 2010.

Metro Equipment Service, Inc.

PRINCIPAL

By 

Jorge L. Godoy, President

Travelers Casualty and Surety  
Company of America

SURETY

By 

Attorney-In-Fact Charles D. Nielson

\*\*\*\*\*



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222181

Certificate No. 003661322

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, Gloria McClure, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of May, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 13th day of May, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public