

RESOLUTION NO. 2006 – 030

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AWARDED BUDGET CONSTRUCTION WITH THE 178TH DRAINAGE IMPROVEMENT PROJECT; APPROVING AN AGREEMENT WITH BUDGET CONSTRUCTION, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 7, 2005, the Town, in compliance with the Town's procurement procedures, published a Request for Bid ("RFB") seeking Drainage Improvement Services on SW 178th Avenue; and

WHEREAS, on November 7, 2005, at 3:00 PM, the Town opened the four (4) responses that it received from Tenex Enterprises, Inc., Weekley Asphalt Paving, Budget Construction, and Straightline Engineering; and

WHEREAS, the bid proposals received from Tenex Enterprises, Inc. were for \$305,395.00 and \$94,790.00, the bid proposals received from Weekley Asphalt Paving were for \$316,148.05 and \$120,140.00, the bid proposals from Budget Construction were for \$274,973.00 and \$58,596.50, and the bid proposals from Straightline Engineering were \$453,725.90 and 114,763.80—however, they were deemed non-responsive and were disqualified from the bid; and

WHEREAS, the Town's Capital Projects Team has concluded that the lowest responsive bidder is Budget Construction; and

WHEREAS, the Town is desirous of entering into an agreement with Budget Construction for Drainage Improvement Services on SW 178th Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council of the Town of Southwest Ranches hereby awards the Town's procurement for Drainage Improvement Services on SW 178th Avenue to Budget Construction.

Section 3: The Town Council hereby approves the Agreement, in substantially the same form as that attached hereto as Exhibit "A", between the Town of Southwest Ranches and Budget Construction, for Drainage Improvement Services on SW 178th Avenue, for an amount not to exceed \$274,973.00.

Section 4: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.


Section 5: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of January, 2006, on a motion by Council Member Don Maines and seconded by Council Member Aster Knight.

Fink	<u>Y</u>	Ayes	<u>5</u>
Blanton	<u>Y</u>	Nays	<u>0</u>
Knight	<u>Y</u>	Absent	<u>0</u>
Maines	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:

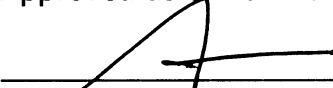

Gary A. Poliakoff, J.D., Town Attorney
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EXHIBIT A



**CONTRACT DOCUMENTS
& SPECIFICATIONS FOR
DRAINAGE IMPROVEMENTS**

**SW 178th AVENUE DRAINAGE IMPROVEMENTS
Project Number S04.0019**

**FOR
THE TOWN OF SOUTHWEST RANCHES
6589 SW 160th AVENUE
SOUTHWEST RANCHES, FLORIDA 33331
954-434-0008
954-434-1490 Fax**

**PREPARED BY
WINNINGHAM & FRADLEY, INC.
111 NORTHEAST 44th STREET
OAKLAND PARK, FLORIDA 33334
954-771-7440
954-771-0298 Fax**

SECTION 40
FORM OF PROPOSAL

SECTION 40 - BID PROPOSAL

PROJECT IDENTIFICATION

Project Name: SW 178th Avenue Drainage Improvements

THIS BID IS SUBMITTED TO

OWNER: Town of Southwest Ranches
6589 SW 160th Avenue
Southwest Ranches, Florida 33331

BIDDER-COMPANY NAME

TO: THE TOWN OF SOUTHWEST RANCHES
6589 SW 160th AVENUE
SOUTHWEST RANCHES, FLORIDA 33331

Name: BUDGET CONSTRUCTION CO., INC.

Address: 12450 N.W. SOUTH RIVER DR.
MCALMEE, FL 33178

NAME OF PERSON AUTHORIZED TO BIND ABOVE COMPANY AND TO CONTACT FOR ADDITIONAL INFORMATION ON THIS BID

Name & Title: ELIAS A. SANCHEZ, VICE PRESIDENT

Signature: [Signature]

Telephone: (305) 883-9878

Fax: (305) 883-9788

DATE: 11/7/05

1. The above signed BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract (Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or invitation to Bid and Instruction to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) Days after the Bid Opening.

BIDDER will sign and submit the Agreement with the Bonds and other documents required by Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more forth in the Agreement, that:

A BIDDER has examined copies of all the bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date:

Number:

NONE

- B BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- C BIDDER has studied carefully all reports and drawings of physical conditions which are identified in the SUPPLEMENTARY CONDITIONS (if applicable) and accepts the determination of the SUPPLEMENTARY CONDITIONS of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- D BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in C) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Prices within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- E Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said site are or will be required by BIDDER in order to perform and furnish the Work at Work Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the GENERAL CONDITIONS.
- F BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- G BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER.
- H This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidding or over OWNER.

- 4. BIDDER agrees that the construction of the Project will be substantially complete with 60 calendar days after the date when Contract Time commences to run as provided in the GENERAL CONDITIONS and completed and ready for final payment within 90 calendar days after the date the Contract Time commences to run. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- 5. BIDDER agrees that all Federal, State and local sales and use taxes are included in the stated bid prices for the Work.
- 6. 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 prices (if applicable) represent a true measure of the labor, material, equipment and any other incidentals required to perform the work, including all allowances for overhead and profits for each type and unit of work called for in these Contract Documents. The amount(s) shown in words shall govern the specifications and all contract documents pertaining thereto; and has read any and/or all addenda issued prior to the opening of the bids.



AIA® Document A310™ - 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Budget Construction Co., Inc.
12450 NW South River Drive
Miami, FL 33178

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
Carolina Casualty Insurance Company
P.O. Box 2575
Jacksonville, FL 32203

a corporation duly organized under the laws of the State of Florida as Surety, hereinafter
called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
The Town of Southwest Ranches
6589 SW 180 Avenue
Southwest Ranches, FL 33331

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid (\$5%--),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
SW 178th Avenue Drainage Improvements
Project No. S04.0019

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal
shall enter into a Contract with the Obligor in accordance with the terms of such bid, and
give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the
failure of the Principal to enter such Contract and give such bond or bonds, if the Principal
shall pay to the Obligor the difference not to exceed the penalty hereof between the
amount specified in said bid and such larger amount for which the Obligor may in good
faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(2972687847)

Signed and sealed this 3rd day of November, 2005

C. Waltz

(Witness)

[Signature]

(Witness)

Budget Construction Co., Inc.

(Principal)

(Seal)

(Title)

E.A. Sanchez

Vice President

Carolina Casualty Insurance Company

(Surety)

12/23/2005

(Title)

(Seal)

Davor C. Minica, Attorney-in-Fact & FL Res. Agent

*Berkley Regional Insurance Company
Carolina Casualty Insurance Company*

NOTICE
Surety Bond Disclosure
Notice of Terrorism Insurance Coverage

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act of 2002 (the "Act"), is included in your surety bond. You should know that, effective November 26, 2002, any losses caused by certified acts of terrorism, as defined in the Act, would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutory established deductible paid by the surety company providing the coverage. The portion of your bond premium that is attributable to coverage for acts of terrorism, as defined in the Act: \$0.00.

This Endorsement is to be
Attached to bond # _____
And to become a part of the bond.

POWER OF ATTORNEY
CAROLINA CASUALTY INSURANCE COMPANY
JACKSONVILLE, FLORIDA

No. 427

KNOW ALL MEN BY THESE PRESENTS: that CAROLINA CASUALTY INSURANCE COMPANY ("Company") a corporation duly organized and existing under the laws of the State of Florida, having its principal office in Jacksonville, Florida, has made, constituted and appointed, and does by these presents make, constitute and appoint: Charles C. Ball, J. Hayes Worley, Jr., Davor I Mimica, Ileana M. Bauza or William L. Parker of InSource, Inc. of Miami, FL

its true and lawful Agent and Attorney-in-Fact, with the power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver: any and all bonds and undertakings providing that no single obligation shall exceed Twenty Million and 00/100 Dollars (\$20,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney is granted pursuant to the Minutes of the Special Meeting of the Board of Directors of Carolina Casualty Insurance Company held on March 30, 1966, to wit:

RESOLVED: "That the following Officers of the Carolina Casualty Insurance Company, Chairman of the Board, President, Secretary and Treasurer, or either of them, are hereby authorized to execute on behalf of Carolina Casualty Insurance Company, Powers of Attorney authorizing and qualifying the Attorney-in-Fact named therein to execute bonds on behalf of the Carolina Casualty Insurance Company, and further, that the said Officers of the Company mentioned, are hereby authorized to affix the corporate seal of the said Company to Powers of Attorney executed pursuant hereto".

RESOLVED FURTHER, this Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the company except in the manner and to the extent therein stated.

RESOLVED FURTHER, this Power of Attorney revokes all previous powers issued in behalf of the Attorney-in-Fact named above.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF the Carolina Casualty Insurance Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20th day of October, 2005.



Attest:

By: Betty C. Sutherland
Betty C. Sutherland
Vice President and Secretary

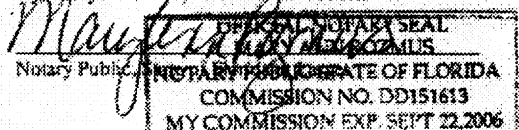
Carolina Casualty Insurance Company

By: Gary R. Wothe
Gary R. Wothe
Vice President, Chief Financial Officer and Treasurer

WARNING: THIS POWER OF ATTORNEY INVALID IF NOT PRINTED ON GREEN "MONITOR" SECURITY PAPER.
STATE OF FLORIDA)
SS
COUNTY OF DUVAL)

On this 20th day of October, 2005, before me personally came Betty C. Sutherland to me known, who, being by me duly sworn, did depose and say: that she is Secretary of Carolina Casualty Insurance Company, the Corporation described in and which executed the above instrument; and that she knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that she signed his/her name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year herein first above written.



CERTIFICATE

I, the undersigned, Secretary of CAROLINA CASUALTY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a just, true, correct and complete copy of original Power of Attorney; that the said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and the seal of the Company, this 3rd day of November, 2005



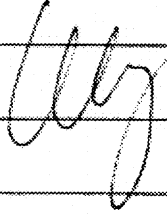
Betty C. Sutherland
Betty C. Sutherland, Secretary

BID PROPOSAL SUMMARY
SW 178th AVENUE DRAINAGE IMPROVEMENTS
TOWN OF SOUTHWEST RANCHES

DESCRIPTION	BID AMOUNT
BASE BID	
DRAINAGE SYSTEM	<u>181,118.00</u>
PAVING AND RELATED WORK	<u>93,855.00</u>
SUB-TOTAL	<u>274,973.00</u>
ALTERNATE ADDITIONS	
DRAINAGE SYSTEM - ADD ALTERNATE 1	<u>36,584.00</u>
PAVING AND RELATED WORK - ADD ALTERNATE 1	<u>22,012.50</u>
SUB-TOTAL	<u>58,596.50</u>
TOTAL BID PRICE	<u>333,569.50</u>

BIDDER: Budget Construction Co., Inc.

ADDRESS: 12450 N.W. South River Drive
Miami, Fla. 33178

BY: Ellis A. Sanchez  12/23/2005

TITLE: Vice President

BID DATE: 11/07/2005

SECTION 40
FORM OF PROPOSAL

40.5 BID FORM FOR PAVING AND RELATED WORK

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
P6-1	Remove existing minor visual concrete:	1	L.S.	\$ 700.00	\$ 700.00
P8-1	Pavement restoration:	480	S.Y.	\$ 28.00	\$ 13,440.00
P8-2	Concrete removal and replacement (driveways):	175	S.Y.	\$ 90.00	\$ 15,750.00
P8-3	Rock restoration (driveways):	55	S.Y.	\$ 25.00	\$ 1,375.00
P14	Remove guardrail:	225	L.F.	\$ 13.00	\$ 2,925.00
P21	All pavement markings (including removal/replacement):	1	L.S.	\$ 3,000.00	\$ 3,000.00
P22-1	Construct/regrade swale:	1750	S.Y.	\$ 7.00	\$ 12,250.00
P22-2	Sod restoration:	1750	S.Y.	\$ 4.50	\$ 7,875.00
P22-3	Relocate Ex. sign:	2	EACH	\$ 220.00	\$ 440.00
P22-4	Remove Ex. sign:	1	EACH	\$ 200.00	\$ 200.00
P22-5	Relocate Ex. mailbox:	1	EACH	\$ 400.00	\$ 400.00
P22-6	Concrete aprons:	6	EACH	\$ 500.00	\$ 3,000.00
P22-7	Turbidity barrier:	2	EACH	\$ 500.00	\$ 1,000.00
P22-9	Relocate Ex. gates and fences:	2	EACH	\$ 750.00	\$ 1,500.00
E8	Import fill for canal:	1250	C.Y.	\$ 16.00	\$ 20,000.00
P23	Remove Ex. Tree (0" to 6" DBH)*	0*	EACH	\$ 400.00	\$ 0
P23	Remove Ex. Tree (>6" to 12" DBH)*	0*	EACH	\$ 1,500.00	\$ 0
P23	Remove Ex. Tree (>12" to 18" DBH)*	0*	EACH	\$ 2,000.00	\$ 0
P23	Relocate Ex. Tree (0" to 6" DBH)*	0*	EACH	\$ 900.00	\$ 0
P23	Relocate Ex. Tree (>6" to 12" DBH)*	0*	EACH	\$ 1,800.00	\$ 0
P23	Relocate Ex. Tree (>12" to 18" DBH)*	0*	EACH	\$ 2,500.00	\$ 0
	Mobilization	1	L.S.	\$ 3,000.00	\$ 3,000.00
	Maintenance of Traffic	1	L.S.	\$ 4,800.00	\$ 4,800.00
	Construction Surveying	1	L.S.	\$ 2,200.00	\$ 2,200.00

TOTAL CONSTRUCTION BID ITEMS -

\$93,855.00

BIDDER: Budget Construction Co., Inc

ADDRESS: 12450 N.W. South River Drive

Miami, Fla. 33178

BY: Ellis A. Sanchez

TITLE: Vice President

BID DATE: 11/07/2005

*NOTE: UNIT PRICE FOR TREE REMOVAL / RELOCATION SHALL BE COST BASIS FOR CHANGE ORDER APPROVAL. REMOVAL / RELOCATION SHALL BE FIELD DETERMINED.

SECTION 40
FORM OF PROPOSAL

40.4 BID FORM FOR DRAINAGE SYSTEM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
D1-16	Reinforced concrete pipe (24"):	87	L.F.	\$ 66.00	\$ 5,742.00
D1-18	Reinforced concrete pipe (30"):	670	L.F.	\$ 85.00	\$ 56,950.00
D1-19	Reinforced concrete pipe (36"):	109	L.F.	\$ 114.00	\$ 12,426.00
D1-21	Reinforced concrete pipe (48"):	163	L.F.	\$ 200.00	\$ 32,600.00
D3-7	Inlet (FDOT Type C):	1	EACH	\$ 2,800.00	\$ 2,800.00
D3-9	Inlet (FDOT Type E):	4	EACH	\$ 3,100.00	\$ 12,400.00
D3-13	Inlet (FDOT Type J):	1	EACH	\$ 11,000.00	\$ 11,000.00
D5-5	Pollution retardant baffle (42"):	1	EACH	\$ 1,000.00	\$ 1,000.00
D6-18	Concrete Endwall :	2	EACH	\$ 12,000.00	\$ 24,000.00
D14-1	Remove Ex. concrete headwall:	1	EACH	\$ 3,200.00	\$ 3,200.00
D14-2	Remove Ex. rip rap headwall:	3	EACH	\$ 1,500.00	\$ 4,500.00
D14-3	Remove Ex. 36" pipes:	72	L.F.	\$ 50.00	\$ 3,600.00
D14-4	Remove Ex. irrigation pipes:	100	L.F.	\$ 5.00	\$ 500.00
D14-5	Remove Ex. sand bags	1	L.S.	\$ 900.00	\$ 900.00
	Mobilization	1	L.S.	\$ 3,800.00	\$ 3,800.00
	Maintenance of Traffic	1	L.S.	\$ 3,500.00	\$ 3,500.00
	Construction Surveying	1	L.S.	\$ 2,200.00	\$ 2,200.00

TOTAL CONSTRUCTION BID ITEMS -

\$ 181,118.00

BIDDER : Budget Construction Co., Inc.

ADDRESS : 12450 N.W. South River Drive

Miami, Florida 33178

BY : Ellis A. Sanchez

TITLE : Vice President

BID DATE : 11/07/2005

SECTION 40
FORM OF PROPOSAL

40.5 BID FORM FOR PAVING AND RELATED WORK - ALTERNATE 1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
P8-1	Pavement restoration:	150	S.Y.	\$ 28.00	\$ 4,200.00
P22-1	Construct/regrade swale:	1150	S.Y.	\$ 7.00	\$ 8,050.00
P22-2	Sod restoration:	1150	S.Y.	\$ 3.95	\$ 4,542.50
P22-3	Relocate Ex. sign:	1	EACH	\$ 220.00	\$ 220.00
P22-4	Remove Ex. plywood sign and 6"x6" wood post:	1	EACH	\$ 400.00	\$ 400.00
P22-6	Concrete aprons:	5	EACH	\$ 500.00	\$ 2,500.00
	* Mobilization	1	L.S.	\$ 500.00	\$ 500.00
	* Maintenance of Traffic	1	L.S.	\$ 600.00	\$ 600.00
	Construction Surveying	1	L.S.	\$ 1,000.00	\$ 1,000.00

TOTAL CONSTRUCTION BID ITEMS -

\$ 22,012.50

*THESE ITEMS SHALL BE ELIMINATED FROM CONTRACT IF TOWN SECURES REQUIRED EASEMENTS AND NOTIFIES CONTRACTOR IN WRITING WITHIN 10 BUSINESS DAYS AFTER CONTRACT AWARDED.

BIDDER : Budget Construction Co., Inc.

ADDRESS : 12450 N.W. South River Drive

Miami, Fla. 33178

BY : Ellis A. Sanchez

[Signature]
12/23/2005

SECTION 40
FORM OF PROPOSAL

40.4 BID FORM FOR DRAINAGE SYSTEM - ALTERNATE 1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
D1-13	Reinforced concrete pipe (15"):	127	L.F.	\$ 50.00	\$ 6,350.00
D1-16	Reinforced concrete pipe (24"):	199	L.F.	\$ 66.00	\$ 13,134.00
D3-7	Inlet (FDOT Type C):	4	EACH	\$ 2,800.00	\$ 11,200.00
D3-9	Inlet (FDOT Type E):	1	EACH	\$ 3,100.00	\$ 3,100.00
D5-3	Pollution retardant baffle (30"):	1	EACH	\$ 750.00	\$ 750.00
	* Mobilization	1	L.S.	\$ 300.00	\$ 300.00
	* Maintenance of Traffic	1	L.S.	\$ 750.00	\$ 750.00
	Construction Surveying	1	L.S.	\$ 1,000.00	\$ 1,000.00

TOTAL CONSTRUCTION BID ITEMS -

\$ 36,924.00

THESE ITEMS SHALL BE ELIMINATED FROM CONTRACT IF TOWN SECURES REQUIRED EASEMENTS AND NOTIFIES CONTRACTOR IN WRITING WITHIN 10 BUSINESS DAYS AFTER CONTRACT AWARDED.

BIDDER : Budget Construction Co., Inc.

ADDRESS : 2450 N.W. South River Drive

Miami, Fla. 33178

BY : Ellis A. Sanchez

TITLE : Vice President

BID DATE : 11/07/2005

[Signature]
12/23/2005

BUDGET CONSTRUCTION CO., INC.
 Certified General and Engineering Contractors
 12450 NW SOUTH RIVER DRIVE
 MIAMI, FLORIDA 33178
 PHONE (305) 863-9878 / FAX (305) 583-9788

Name of Project	Owner	Type of Work	Contract Amount	Completion
Town of Medley "109th Street Improvements" Inspector: Wally (305) 889-1915 Jobsite: NW 109th Street & South River Drive	Town of Medley 7331 NW 74th Street Medley, Florida 33166-2448	Paving, Drainage Earthwork Curbing & Striping	\$164,000.00	03/01/05
Town of Medley "Sewer Repair" Inspector: Wally (305) 889-1915 Jobsite: NW 77th Court & South River Drive	Town of Medley 7331 NW 74th Street Medley, Florida 33166-2448	Sanitary Sewer Installation & Paving	\$32,000.00	02/01/05
Town of Davie "Construct SW 136 Ave / SW 14 Street Improvement" Town of Davie: Herb (954) 797-1016 Jobsite: SW 136th Avenue & SW 14th Street	Town of Davie 6591 Orange Drive Davie, Florida 33314	Earthwork Paving & Drainage Curbing & Striping	\$519,130.00	02/01/05
Olivia Subdivision Owner: Alex Falero (305) 829-2600 Jobsite: SW 255th Terrace & 134th Avenue	Alor Investment Corp 1840 SW 22 Street 4th Floor Miami, Florida 33148	Paving & Drainage Water & Sewer	\$84,000.00	02/01/05
Tamiami Fire Station #58 G.C. Lemar: Juan Campos (305) 861-9393 Jobsite: 12701 SW 8th Street	Miami Dade County 33 SW 2nd Avenue Miami, Florida	Paving & Drainage Water & Sewer Concrete	\$224,690.00	01/31/05
Shoppes of Tamiami Owner: Andy Freyre (786) 208-8750 Jobsite: 14270 SW 8th Street	FIRC Tamiami LLC 2299 Douglas Road 4th Floor Miami, Florida 33145	Paving & Drainage Water & Sewer Concrete & Striping Earthwork	\$1,890,180.00	1/31/2005
DERM Project #629030 "Multiple Contract Award" Jobsite: County Wide Projects	Miami Dade County - DBD 33 SW 2nd Avenue Suite #300 Miami, Florida	Drainage, Sidewalks Paving & Striping	\$930,362.00	12/01/05
Christian Hospital Customer: Design Management (305) 863-3700 Jobsite: 4700 NW 32nd Avenue	Christian Hospital SRO, LTP 600 Brickell Avenue, #502 Miami, Florida 33133	Paving & Drainage Concrete & Striping	\$138,570	12/31/04
Starbucks Customer: Carl Powell (305) 827-2970 Jobsite: 15991 Sheridan Street	Starbucks / Daniel Herran 8500 SW 8th Street, #224 Miami, Florida 33144	Paving & Drainage Water Concrete & Striping	\$134,845	12/31/04
Eckerd's - 57th Avenue Customer: Nunno Builders (954) 961-0777 Jobsite: 690 NW 57th Avenue	Florida Union Land Corp. 11107 Woodset Lane Boca Raton, Florida 33428	Paving & Drainage Water Concrete & Striping	\$122,476	12/31/04
Vicaya Museum & Gardens "Water Main Extension" Owner: Jose Gonzalez (305) 755-7833 Jobsite: 3251 South Miami Avenue	Miami Dade County Parks and Recreation 275 NW 2nd Street Miami, Florida 33128	Water Main Installation Paving	\$507,376.83	11/01/05
BFI Customer: Juan Campos (305) 861-9393 Jobsite: 3840 NW 37th Court	Waste System of N America 3840 NW 37 Court Miami, Florida 33142	Drainage, Earthwork	\$90,964	10/31/2004
OceanBlue Customer: Joel Perez (305) 866-6622 Jobsite: 7800 Collins Avenue	Seaside Waterfront Villas, LLC 240 Crandon Blvd, #101 Key Biscayne, Florida 33149	Paving & Drainage Water & Sewer Concrete	\$174,720	9/30/2004
Town of Bay Harbor Islands "Force Main Replacements"	Town of Bay Harbor Islands 9665 Bay Harbor Terrace Bay Harbor Islands, Florida	Sanitary Sewer Paving	\$97,910.00	08/01/04

SECTION 41
FORM OF PROPOSAL

SECTION 41 - SUMMARY OF QUALIFICATIONS

1. Numbers of years your company has been in business as a contractor: 14 years.
2. List of similar projects, locations and dates of completion:
Project Location Completion Date
See Attached listing.
3. Has this company ever failed to complete work awarded to it? NO.
4. Have you personally inspected the location of the proposed work? Yes.
5. Will this company be using subcontract labor? NO If yes, name of primary subcontractor:

6. Does this company own the equipment needed to perform this work? Yes.
7. Will this company need to rent additional equipment? NO.
8. Insurance limits:
40.9.1 Work Compensation - limit per accident \$ 1,000,000.00
40.9.2 Comprehensive General Liability - limit per occurrence \$ 1,000,000.00
40.9.3 Business and Automobile Liability - limit per occurrence \$ 1,000,000.00
40.9.4 Other _____

(Contractor will be required to furnish documentation as part of Agreement if awarded the contract)

9. Is this company a subsidiary? NO.
10. Names of principals or officers:

Name	Title
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<u>Miguel A. Jimenez, Jr.</u>	<u>President</u>
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<u>Ellis A. Sanchez</u>	<u>Vice President</u>
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BIDDER: Budget Construction Co., Inc.

ADDRESS: 12450 N.W. South River Drive

Miami, Fla. 33178

BY: Ellis A. Sanchez

Vice President

(Print Name and Title)

12/23/2005

OTHER PROVISIONS:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in triplicate on the respective dates under each signature: The TOWN signing by and through its CHAIRMAN, authorized to execute same by Public Board Action on to ____ day of _____, 2005, and the CONTRACTOR, through _____, authorized to execute same. One counterpart each has been delivered to TOWN, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by TOWN and CONTRACTOR.

TOWN:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

BY:

Mecca Fink, Mayor

Susan A. Owens, Town Clerk
(Seal)

Dated this ____ of _____, 2005

BY:

John Canada, Town Administrator

Dated this ____ of _____, 2005

APPROVED AS TO FORM:

Address for giving Notices:

6589 SW 160th Avenue

Southwest Ranches, Florida 33331

BY:

Gary A. Poliakoff, J.D.

Town Attorney

CONTRACTOR:

BUDGET CONSTRUCTION CO., INC.

Cynthia L. Walt
Witness

BY:

Ellis A. Sanchez, Vice President

Wendy R. Hrye
Witness

Dated this ____ of _____, 2005

Address for giving Notices:

12450 N.W. South River Drive

Miami, Florida 33178

License Number: 001642X