

RESOLUTION C-1485

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA SELECTING AND AWARDING THE BID OF E&M EQUIPMENT CORP FOR CIP PROJECT NO. SW-0115, N.W. 79 AVENUE PAVING & DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE TOWN MAYOR TO ENTER INTO A CONTRACT FOR CONSTRUCTION FOR SUCH PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Medley (the “Town”) issued Invitation to Bid (“ITB”) No. 2017-002 to solicit bids through a competitive procurement process for CIP Project No. SW-0115, N.W. 79 Avenue Paving and Drainage Improvements Project (the “Project”); and

WHEREAS, E & M Equipment Corp (“Contractor”) submitted the lowest, responsive and responsible bid in response to the ITB, and after review of the bids submitted and recommendation of award, the Town wishes to select the bid of the Contractor and award the Project to Contractor; and

WHEREAS, the Town Council wishes to authorize the Town Mayor to execute the Contract for Construction with the Contractor for the Project, substantially in the form attached hereto as Exhibit “A”; and

WHEREAS, the Town Council finds that the award of the Project to Contractor and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Selection of Contractor.** The Town Council hereby selects the Bid of the Contractor, E & M Equipment Corp., and awards the Contract for Construction to perform the Project for a total contract amount of \$754,296.34.

Section 3. **Town Mayor Authorized to Execute Contract.** The Town Mayor is hereby authorized to execute the Contract for Construction with the Contractor, substantially in the form attached hereto as Exhibit "A", together with such changes as may be acceptable to the Town Mayor and approved as to form and legality by the Town Attorney.

Section 4. **Implementation.** That the Town Mayor and Town Officials are hereby authorized to take any and all action which is necessary to implement the Project, the Contract for Construction and the purposes of this Resolution.

Section 5. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 1st day of May, 2017.




ROBERTO MARTELL, MAYOR

ATTEST:



HERLINA TABOADA, TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.,
TOWN ATTORNEY

SUMMARY OF THE VOTE

Mayor Roberto Martell	<u>yes</u>
Vice-Mayor Ivan Pacheco	<u>yes</u>
Councilperson Edgar Ayala	<u>yes</u>
Councilperson Griselia DiGiacomo	<u>yes</u>
Councilperson Jack Morrow	<u>yes</u>

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (the "Contract") is dated as of the _____ day of _____ **2017** by and between **TOWN OF MEDLEY, FLORIDA**, a Florida municipal corporation (hereinafter called the "**TOWN**") and **E&M EQUIPMENT CORP.** (hereinafter called **CONTRACTOR**), with its principal place of business at 3450 West 84th Street, Suite 202B Hialeah, FL 33018.

RECITALS

WHEREAS, in response to the Town's Invitation to Bid (ITB 2017-002) for Medley CIP Project No. SW-0115, Contractor submitted a bid for the Work (as hereinafter described), which Bid is incorporated herein by reference and made a part hereof, and includes Unit Pricing for the Work; and

WHEREAS, the Contractor submitted the lowest responsive and responsible bid in response to the ITB, and was selected and awarded this Contract for performance of the Work.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **TOWN** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.1 Project/Work. **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the Work required by the Contract Documents for:

NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND DRAINAGE IMPROVEMENTS

The Contractor must furnish all supervision, labor, materials, tools, equipment, and perform all operations required to construct the Town of Medley Capital Improvements Project Number SW-0115, NW 79th Avenue Paving and Drainage Improvements in accordance with the Contract Documents and as described in the Construction Plans.

Work includes, but is not limited to, the roadway and drainage construction along NW 79th Avenue from NW 77th Street to NW 79th Place which has an approximate length of 1,860 linear feet.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordination with all impacted utility

owners; and complying with the requirements of Miami-Dade County.

The forgoing is herein referred to as the "Project" or the "Work", as shown on the Construction Plans prepared by Atkins North America and this Project Manual.

Article 2. TOWN'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1. It is understood that the TOWN will designate a representative for the Work. The TOWN'S **REPRESENTATIVE** referred to in any of the Contract Documents designated herein is: Atkins North America.

2.2 The TOWN'S **ARCHITECT** referred to in any of the Contract Documents designated herein is: N/A.

2.3 The TOWN's **ENGINEER** referred to in any of the Contract Documents designated herein is: Atkins North America

Article 3. TERM

3.1 Contract Times. The Work shall be Substantially Complete within One Hundred and Fifty (**150**) calendar days after the date specified in the Notice to Proceed and achieve Final Completion completed and ready for final payment in accordance with the Contract Documents within One Hundred and Eighty (**180**) calendar days after the date specified in the Notice to Proceed. Failure to achieve timely Final Completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Section XII(3) of the General Conditions.

3.2. Term. The term of the Contract shall be from the date of execution through the date of final payment unless terminated earlier pursuant to the General Conditions or otherwise indicated in the Contract Documents.

3.3 Survival of Obligations. Any obligations by the Contractor, including but not limited to Document 00700, Article 12, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4. Liquidated Damages. TOWN and CONTRACTOR recognize that time is of the essence in this Contract and that the TOWN will suffer financial loss if the Work is not completed within the Contract Time specified in Section 3.1 for the Work, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by TOWN if the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay TOWN Three Hundred Dollars (\$300.00) for each calendar day that expires after the time specified in Section 3.1 for

Substantial Completion of the Work. After Final Completion, if **CONTRACTOR** shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by **TOWN**, **CONTRACTOR** shall pay **TOWN Three Hundred Dollars (\$300.00)** for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

3.5. Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the **CONTRACTOR**, it is understood and agreed that aside from any other liquidated damages, all actual additional costs incurred by the **TOWN** for professional services will be the responsibility of the **CONTRACTOR**.

3.6. Monies due to the **TOWN** under Sections 3.4 and 3.5 shall be deducted from any monies due the **CONTRACTOR**, or if no money is due or the amount due is insufficient to cover the amount charged, the **CONTRACTOR** shall be liable for said amount.

Article 4. CONTRACT SUM

4.1 The TOWN shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Seven Hundred and Fifty Four Thousand, Two Hundred and Ninety Six, and 34/100 Dollars (\$754,296.34). **TOWN** shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Sections 4.1.1 below:

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Section 4.1.1, and in accordance with the Contractor's Bid Proposal incorporated herein and made a part hereof. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2. The **CONTRACTOR** agrees that all specific cash allowances are included in the above Contract Sum and have been computed in accordance with the Contract Documents.

Article 5. PAYMENT PROCEDURES

5.1 **CONTRACTOR** shall submit Applications for Payment in accordance with the General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by **TOWN** as provided in the General Conditions.

5.2 **Progress Payments, Retainage.** **TOWN** shall make progress payments, deducting the amount from the Contract Sum above, on the basis of **CONTRACTOR'S** Applications for Payment as recommended by the **TOWN'S REPRESENTATIVE**, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General

Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall not be made until the **CONTRACTOR** delivers to the TOWN complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the TOWN, and an affidavit that so far as the **CONTRACTOR** has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for Work completed to date.

5.3. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Town until the Work is totally completed as specified and accepted by the Town. After fifty percent (50%) of the Work has been completed, the Town may reduce the retainage to five percent (5%) of all monies earned.

5.3.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as TOWN'S **REPRESENTATIVE** shall determine, or **TOWN** may withhold, in accordance with the General Conditions.

5.4. The payment of any Application for Payment by TOWN, including the Final Request, does not constitute approval or Acceptance by **TOWN** of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of TOWN'S rights hereunder or at law or in equity.

5.5. The Final Application for Payment by **CONTRACTOR** shall not be made until the **CONTRACTOR** delivers to the TOWN complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the **TOWN**, and an affidavit that so far as the **CONTRACTOR** has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The **CONTRACTOR** may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to TOWN to defend and indemnify TOWN and any other property owner, person or entity TOWN may be required to indemnify against any lien or claim.

5.6. Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, **TOWN** shall pay the remainder of the Contract Sum and any retainage as recommended by the **TOWN'S REPRESENTATIVE**.

5.7 The Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with properly executed releases of liens by all Sub-Contractors, suppliers and material men who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the CEI or Contract Documents. Each requisition shall be submitted in triplicate to the CEI for

approval. The Town shall make payment to the Contractor within thirty (30) days after approval by the CEI of the Contractor's requisition for payment,

5.8 The Town may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

5.8.1 Defective Work not remedied.

5.8.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.

5.8.3 Failure of the Contractor to make payment to Sub-Contractors or suppliers for materials or labor.

5.8.4 Damage to another Contractor not remedied.

5.8.5 Liability for liquidated damages has been incurred by the Contractor.

5.8.6 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.

5.8.7 Reasonable evidence that the Work will not be completed within the Contract Time.

5.8.8 Persistent failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the Contractor provides a Surety Bond or consent of surety satisfactory to the Town which will protect the Town in the amount withheld, payment maybe made in whole or in part.

Article 6. INSURANCE/INDEMNIFICATION.

6.1. Insurance. The **CONTRACTOR** shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the **TOWN** against hazards or risks of loss as specified in the General Conditions and the Contract Documents.

6.2. Indemnification. The **CONTRACTOR** shall indemnify, defend and hold harmless the TOWN, their officials, agents, employees, and volunteers as set forth in General Conditions and the Contract Documents.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce **TOWN** to enter into this Contract, **CONTRACTOR** makes the following representations:

7.1. **CONTRACTOR** has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

7.2. **CONTRACTOR** has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. **CONTRACTOR** is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. **CONTRACTOR** has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. **CONTRACTOR** acknowledges that **TOWN** does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by **CONTRACTOR** and safety precautions and programs incident thereto. **CONTRACTOR** does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. The **CONTRACTOR** is aware of the general nature of Work to be performed by **TOWN** and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. The **CONTRACTOR** has correlated the information known to **CONTRACTOR**, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. The **CONTRACTOR** has given the **TOWN'S REPRESENTATIVE** written notice of all conflicts, errors, ambiguities or discrepancies that **CONTRACTOR** has discovered in the Contract Documents and the written resolution thereof by the **TOWN'S REPRESENTATIVE** is acceptable to **CONTRACTOR**, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8. The **CONTRACTOR** warrants the following:

7.8.1. **Anti-Discrimination:** The **CONTRACTOR** agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service

under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

- 7.8.2. Anti-Kickback:** The **CONTRACTOR** warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the **TOWN** has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the TOWN shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.
- 7.8.3. Licensing and Permits:** The **CONTRACTOR** warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or TOWN.
- 7.8.4. Public Entity Crime Statement:** The **CONTRACTOR** warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in the Instructions to Bidders.
- 7.8.5 Compliance with Applicable Laws.** The **CONTRACTOR** warrants that CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. The **CONTRACTOR** warrants and agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

Article 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

- 8.1.1 Change Orders.
- 8.1.2 Field Orders.
- 8.1.3 Contract for Construction.
- 8.1.4 Exhibits to this Contract.

- 8.1.5 General Conditions.
- 8.1.7 Technical Specifications.
- 8.1.9. Construction Plans or Drawings.
- 8.1.10. Bid Documents/Project Manual prepared by Atkins North America, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.
- 8.1.11. Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.1.12. The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.13. There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.
- 8.1.14. The Contract Documents shall remain the property of the TOWN. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other Projects without the TOWN's prior written authorization.
- 8.1.15. The General Conditions discuss the bond and surety requirements of the TOWN. This Contract requires bonds, which must be effective and in place before the commencement of any Work.

Article 9. DEFAULT AND TERMINATION

Events of Default by the parties and termination rights shall be in accordance with Section XIV (11 and 12) of the General Conditions.

Article 10. MISCELLANEOUS.

10.1. Terms used in this Contract which are defined in the other Contract Documents shall have the meanings indicated in the Contract Documents and shall apply to this Contract.

10.2. Except as otherwise provided in the Contract Documents with respect to Subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to

the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3. TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4. Severability: Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

10.5. Remedies: If and when any default of this Contract occurs, the **TOWN** may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the **TOWN**. Nothing contained in this Contract shall limit the **TOWN** from pursuing any legal or equitable remedies that may apply.

10.6. PUBLIC RECORDS ACT COMPLIANCE

CONTRACTOR agrees to keep and maintain public records in **CONTRACTOR** possession or control in connection with **CONTRACTOR'S** performance under this Agreement. **CONTRACTOR** additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. **CONTRACTOR** shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the **TOWN**.

Upon request from the **TOWN** custodian of public records, **CONTRACTOR** shall provide the **TOWN** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the **TOWN**.

Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the **CONTRACTOR** shall be delivered by the **CONTRACTOR** to the **TOWN** Manager, at no cost to the **TOWN**, within seven (7) days. All such records stored electronically by **CONTRACTOR** shall be delivered to the **TOWN** in a format that is compatible with the

TOWN'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the **CONTRACTOR** shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to **CONTRACTOR** shall be withheld until all records are received as provided herein.

CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the **TOWN**.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: HERLINA TABOADA, TOWN CLERK
Mailing address: 7777 NW 72ND AVENUE, MEDLEY, FLORIDA 33166
Telephone number: (305) 887-9541
Email: ltaboada@townofmedley.com

10.7. Counterparts: This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

10.8. Notices: Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

E & M Equipment Corp.

3450 West 84th Street, Suite 202B

Hialeah, Florida 33018

FOR TOWN:

Town of Medley
7777 N.W. 72nd Avenue
Medley, Florida 33166
ATTN: TOWN Mayor

WITH COPY TO:

Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd, Suite 700
Coral Gables, Florida 33134

10.10. Waiver Of Jury Trial And Venue: The **TOWN** and **CONTRACTOR** knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. This Contract shall be construed in accordance with and governed by the laws of the State of Florida and venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

10.11. Attorneys' Fees; Prevailing Party: If either the **TOWN** or **CONTRACTOR** is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

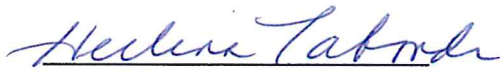
9.12. Amendments: This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form approved by the Town.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: TOWN OF MEDLEY, FLORIDA, signing by and through its Mayor, authorized to execute same by Council action on the ____ day of _____, 2017, and by _____ (**Contractor**), signing by and through its **President**, duly authorized to execute same.

TOWN:

ATTEST :

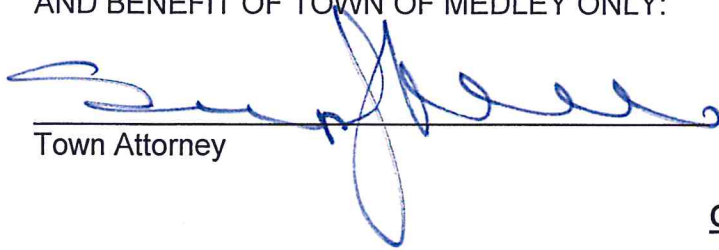
TOWN OF MEDLEY, FLORIDA, a Florida
municipal corporation


Town Clerk


Roberto Martell, Mayor

Executed: 5-2, 2017

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF TOWN OF MEDLEY ONLY:



Town Attorney

WITNESS

By: _____

CONTRACTOR:

E&M Equipment Corp.

By _____
(Signature and Title)

(Corporate Seal)

(Type Name/Title signed above)

Executed: ____ of _____, 2017.

() In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.*

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am of the _____
_____, and that _____, who signed the Bid with the TOWN OF MEDLEY,
FLORIDA for _____, is _____ of said Corporation with full
authority to sign said Bid on behalf of the Corporation.

Signed and sealed this ____ day of _____, 2017.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2017.

My Commission Expires:

Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, _____, certify that I am the _____ of _____, who signed the Bid with Town of Medley, Florida Miami-Dade County, Florida, for the project titled NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND DRAINAGE IMPROVEMENTS, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

Signed and sealed this ____ day of _____, 2017.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2017.

My Commission Expires:

Notary Public