

TOWN OF CUTLER BAY

**PUBLIC WORKS DEPARTMENT
INVITATION TO BID
ITB # 17-08**



SW 100 AVENUE STORMWATER RETROFIT PROJECT

BID DUE DATE & TIME

Tuesday, March 20, 2018 at 3:00 PM

MANDATORY "PRE-BID" MEETING DATE & TIME:

Tuesday, February 27, 2018 at 10:00 AM

**TOWN OF CUTLER BAY
INVITATION TO BID
SW 100 AVENUE STORMWATER RETROFIT PROJECT
ITB # 17-08**

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SECTION 00100
TOWN OF CUTLER BAY
INVITATION TO BID
SW 100 AVENUE STORMWATER RETROFIT PROJECT
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The Town of Cutler Bay is requesting bids from qualified proposers to provide a roadway and drainage improvement project for the Town of Cutler Bay. **Interested proposers should visit the Town's website at www.cutlerbay-fl.gov to obtain the Invitation to Bid package. Bid Packages may also be picked up during normal business hours at the office of the Town Clerk, Debra E. Eastman, located at:**

Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Sealed submittals including one (1) original and three (3) copies of the submittals plus a CD containing all documents submitted must be received **no later** than Tuesday, March 20, 2018 at 3:00 PM and be clearly marked on the outside, **"ITB # 17-08 SW 100 AVENUE STORMWATER RETROFIT PROJECT"**, by **Debra E. Eastman, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189**. Late submittals and electronic submittals will **not** be accepted.

A MANDATORY "Pre-Bid" Meeting will be held on Tuesday, February 27, 2018 at 10:00 AM in the Town Hall Council Chambers, 10720 Caribbean Blvd., Suite # 115, Cutler Bay, Florida 33189.

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the ITB from the time of advertisement of the ITB until the Town Council meeting at which the Council considers the Town Manager's recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject any and/or all bids or parts of bids, to workshop or negotiate any and all bids, to waive irregularities, and to request re-bids on the required materials or services.

Sincerely,

Rafael G. Casals
Town Manager



SECTION 00200**INSTRUCTIONS TO BIDDERS****1. SEALED BIDS**

Sealed bids for furnishing all goods and services necessary to complete the Work specified in these documents will be received at:

Date: Tuesday, March 20, 2018

Time: 3:00 PM

**Place: Town Hall
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189**

2. SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/Distribution of ITB & Cone of Silence Begins	1/29/2018	9:00 AM
2	<u>Mandatory Pre-Bid Meeting</u> 10720 Caribbean Blvd., Suite 115 Cutler Bay, Florida 33189	2/27/2018	10:00 AM
3	Deadline to Submit Questions	3/6/2018	1:00 PM
4	Deadline to Town Responses to Questions	3/13/2018	5:00 PM
5	Deadline to Submit Bid-Response	3/20/2018	3:00 PM
6	Evaluation of Bid Responses	3/22/2018 To 4/5/2018	8:00 AM To 5:00 PM
7	Announcement of Selected Contractors/Cone of Silence Ends	4/18/2018	7:00 PM

*The Town reserves the right to change the scheduled dates and time.

3. **DEFINITION OF TERMS** Certain terms used in these documents are defined as follows:

Bid\Proposal	The bid documents submitted by the Bidder.
Bidder/Proposer	Any person, firm or corporation submitting a proposal for the Work covered by these specifications or his duly authorized representative.
Contract	The Contract for Construction to be executed by Contractor and Town for the Work.
Contractor	The person, firm or corporation with whom the Town has executed a contract for the Work.
Days	Shall refer to calendar days.
Responsible Bidder	In order to be considered a "responsible" bidder, the Bidder must possess integrity as well as adequate equipment and personnel to do the Work within the time limits that are established and adequate financial status to meet the obligations to perform the Work. The firm must not have defaulted on a prior contract or been disbarred by any agency.
Responsive Bidder	Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.
Town	The Town Council of the Town of Cutler Bay or the Town Manager, if applicable.
Town Engineer	The Town's general engineering consultant and project manager for this contract.
Work	The services required by the Contract Documents, including labor and materials.

4. **DELIVERY OF BIDS**

All Bids, whether mailed or delivered in person, shall be submitted in a SEALED ENVELOPE bearing on the outside the following project information as well as the name of the Bidder and his address clearly marked:

SW 100 AVENUE STORMWATER RETROFIT PROJECT

Addressed to:

**Town of Cutler Bay
Attn: Debra E. Eastman, Town Clerk
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189**

All Bids must be received by the Town no later than **Tuesday, March 20, 2018 at 3:00 PM.**

5. **BID GUARANTY**

A certified or cashier's check drawn on a national or state bank, or bid bond, in the amount of **five percent (5%)** of the Total Bid, shall accompany each bid as a guarantee that the Bidder will, if award is made, execute an Agreement to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The bid bond shall be from a surety with an A- rating or better under Best's Guidelines, made payable to: The Town of Cutler Bay.

6. **BID FORMS**

The Bidder shall submit an original Bid on the bid forms attached to this INVITATION TO BID. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Bid shall include: 1) Agreement/Contract; 2) Bid Forms; 3) Certificate or Evidence of Insurance; 4) Bid Guarantee; 5) Qualifications Statement; 6) Sworn Statement on Public Entity Crime Form; 7) Addenda acknowledgement, if applicable; 8) Anti-Kickback Affidavit; 9) Non-Collusive Affidavit; 10) Certification Regarding Debarment, Suspension and other Responsibility Matters; 11) Buy American Certificate of Compliance; 12) Certification Regarding Lobbying; 13) Contractor's Questionnaire; 14) Drug Free Workplace form; and 15) a Corporate Resolution evidencing authorization to submit Bid, if applicable.

7. **SIGNATURE ON BID**

The Bidder shall sign the Bid as follows: If the Bid is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Bid shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The Bid shall bear the seal of the corporation attested by the secretary. Anyone signing the Bid as agent shall include in the Bid legal evidence of his/her authority to do so.

8. **AWARD OF CONTRACT**

The award of the agreement will be to the lowest responsive and responsible bidder; whose qualifications indicate the award will be in the best interest of the Town and whose bid complies with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder(s) and the Town Manager is satisfied that the bidder is qualified to do the work and have the necessary organization, capital and equipment to carry out the work in the specified timeframes. In evaluating responsibility, the Town may also consider previous contracts with the Town, past performance and experience with other contracts, compatibility of the project team with Town

personnel, and any other criteria deemed relevant by the town.

If the Town accepts a bid, the Town will provide a written notice of award to the lowest responsive and responsible bidder, who meets the requirements of section 1.10.1.

If the successful bidder to whom the Contract is awarded forfeits the Award by failing to meet the conditions of Subsection 14, the Town may, at the Town's sole option, award the agreement to the next lowest Responsive and Responsible bidder or reject all bids or re-advertise the Work.

The Town, at its sole discretion, may consider the lowest and responsive bidder as the bidder who has the lowest bid amount for: SW 100 AVENUE STORMWATER RETROFIT PROJECT.

9. COST OF BIDS

All expenses involved with the preparation and submission of Bids to the Town or any work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Bidder(s) prior to commencement of work as defined by the Agreement duly approved by the Town Council.

10. QUALIFICATION OF BIDDERS

Each Bidder shall submit a completed Qualification Statement utilizing the form attached.

11. RIGHT TO REJECT BIDS

The Town of Cutler Bay reserves the right to accept or reject any and/or all Bids or parts of Bids, to workshop or negotiate any and all Bids, to waive irregularities, and to request re-Bids on the required materials or services.

12. ELIGIBLE BIDDERS

The Town reserves the right, before awarding a Contract, to require a Bidder to submit evidence of his/her qualifications, as may be deemed necessary, and consider any evidence available to it of the financial, technical, and other qualifications and abilities of the bidder. The Contract will be awarded only to a Bidder fully qualified to undertake the proposed work. All material or services must meet all applicable Federal, State and Local specifications and permit requirements. In accordance with 23 CFR 635.112(e), no public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

13. RETURN OF THE BID GUARANTY

All Bid Guarantees of unsuccessful Bidders will be returned after the Agreement is awarded and executed.

14. EXECUTION OF CONTRACT

The successful Bidder(s) shall, within ten (10) days of receipt of a written notice of the Award of the Agreement, deliver to the Town a fully executed Agreement and all requested certificates of insurance and bonds.

15. FORFEITURE OF BID GUARANTY FOR FAILURE TO EXECUTE CONTRACT

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The failure of the successful Bidder(s) to execute an Agreement and submit required insurance certificates and bonds as specified in Subsection 14 will result in forfeit of the Award. Each Bidder agrees in advance that the Town will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Bidder will be retained by the Town, not as forfeiture or a penalty, but as liquidated damages.

16. TIME AND AWARD

The Bidder agrees to abide by the overall and unit prices quoted in the Bid for up to ninety (90) days from the date of bid opening to allow for the Town review, award, and execute the Agreement.

17. INTERPRETATION AND CLARIFICATION

All questions about the meaning or intent of the Bid Documents and specifications shall be directed in writing to the Town Clerk's Office, Debra E. Eastman at 10720 Caribbean Blvd., Suite #105, Cutler Bay, Florida 33189. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of addenda electronically mailed or delivered to all parties that are on record with the Town Clerk as having requested and received the Bid Documents. Provided however that it is each Bidder's sole responsibility to be informed of any changes to the Invitation To Bid in the form of written addenda and the Town shall not be responsible for any Bidder's failure to receive same. The Town has the right to rely on all Bids received and the submittal of a Bid shall represent the Bidder's acknowledgement that he has read and understood the Invitation to Bid and any addenda thereto. Written questions must be received by Tuesday, March 6, 2018 at 1:00 PM. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

18. BID MODIFICATIONS

No modifications shall be submitted by Bidder or accepted by the Town.

19. WITHDRAWAL OF A BID

A Bidder may withdraw his Bid at any date and time prior to the time the Bids are scheduled to be opened. Notice of withdrawal should be made in writing to the Town Clerk's Office, Debra E. Eastman, at 10720 Caribbean Blvd., Suite # 105, Cutler Bay, Florida 33189.

20. OPENING OF BIDS

Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Proposals. Late Bids will not be considered. No responsibility will be attached to any Town Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

21. PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or

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services to the Town, 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 or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

22. TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Agreement are as follows:

- 22.1 Contractor shall have and maintain during the term of the Agreement all appropriate Town licenses, and fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
- 22.2 During the performance of the Agreement there may be times when the Contractor will be required to obtain a Town permit for the Work. It is the responsibility of the Contractor to insure that he or she has the appropriate Town permits to perform such Work as may become necessary during the performance of the Agreement. Any fees related to Town required permits in connection with the Agreement will be the responsibility of the Contractor and will not be reimbursed by the Town. Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

23. INSURANCE

The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in Article 6 ("Contract for Construction") of the Agreement. The Bidder shall include with his or her Bid either Certificates of Insurance evidencing same or documentation from his or her insurer evidencing the insurability of the Bidder to meet the insurance requirements.

24. BONDS

A Performance and a Payment Bond for the entire Grand Total Bid Amount shall be required in connection with this contract.

25. QUALIFICATION OF SURETIES

- A. General: The following requirements shall be met by all surety companies furnishing bid, performance payment or other type of bonds:
- B. Qualifications: As to companies being rated acceptable:
 - 1. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class V or better as to Financial Category by Best's Key

Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.

2. The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (1982 Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
 3. All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
- C. Limitations: Bonding Limits or Bonding Capital refer to the limit or amount of Bond acceptable on any one risk.
1. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on anyone risk (penalty or amount of any one bond).
- D. Requirements:
1. Policy Holders Surplus is required to be 5 times the amount of any one bond.
 2. The Agent countersigning the bond shall be a resident of Miami-Dade County.

26. FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.

27. EXAMINATION OF BIDDER'S FACILITIES

The Town, as part of its evaluation may perform an examination of the Bidder's facilities. The Town Manager or designee, as part of the evaluation, may perform this examination.

The term facilities as used in this solicitation shall include, but shall not be limited to, all properties operated by the Bidder, all equipment used in the performance of business by the Bidder, and/or any other evidence, tangible or intangible, that the Town may deem necessary to substantiate the technical and other qualifications, and the abilities of the Bidder to perform the Work.

The examination shall include, but shall not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles shall be examined for compliance with State of Florida Statutes, as well as applicable County and Town Ordinances. Additionally, examination may include verification of some of the (physical) minimum requirements for Bidders. Additionally, the Town reserves the right to perform such examinations on the successful Bidder as often as it deems necessary, to ensure proper

performance of the proposed Agreement.

28. ALLOWANCES

Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town in accordance with the Contract Documents.

29. CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

- A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official of the Town, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
- E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification:

- A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

30. CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the

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Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

1. A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and
2. The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and bid after the advertisement of said RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- a. Oral communications at pre-bid conferences;
- b. Oral presentations before selection or evaluation committees;
- c. Public presentations made to the Town Council during any duly noticed public meeting;
- d. Communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- e. Communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- f. Communications with the Town Attorney and his or her staff;
- g. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- h. Any emergency procurement of goods or services pursuant to Town Code;
- i. Responses to the Town's request for clarification or additional information;
- j. Contract negotiations during any duly noticed public meeting;
- k. Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

31. **LOBBYIST REGISTRATION**

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Proposers must also comply with all Town Charter sections and Code provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

32. PROTEST PROCEDURES

With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in accordance with Town Ordinance 06-22.

33. TERM OF CONTRACT

If awarded, the initial work order will be substantially completed within 199 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 229 calendar days after the date when the Contract Time commences to run. The Town will allow extended daily working hours and work on weekends with advance notice.

CONTRACT PERIOD/PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT

END OF SECTION

SECTION 00300

**PROPOSAL
SW 100 AVENUE STORMWATER RETROFIT PROJECT
TOWN OF CUTLER BAY**

Town Clerk's Office
Town of Cutler Bay
10720 Caribbean Boulevard
Suite 105
Cutler Bay, Florida 33189

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder 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.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he has made sufficient observations of the conditions of the proposed Project Site to satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore, that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings, including bid item quantities, and Specifications are sufficient for the work to be done and he has examined the other Contractual Documents relating thereto, including the Notice of Bid Invitation, Instructions to Bidders, Proposal, Contract, General Conditions, Supplementary Conditions, Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the receipt of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Town of Cutler Bay (Owner), in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form.

Payment Bonds each in the amount of one-hundred percent of the Contract price, within ten (10) consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Payment Bonds within the ten (10) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying his bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Performance and Payment Bonds are filed.

Bidders Certificate of Competency No. E-184

Bidders Occupational License No. 1057389

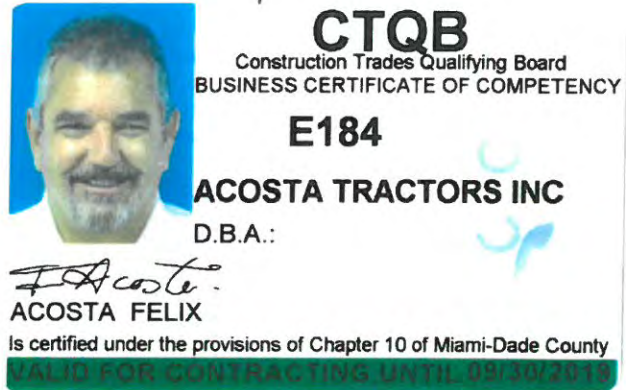
All Licenses attached.

Acknowledgment is hereby made of the following Addenda received since issuance of the Project Manual:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

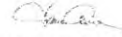
Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____



	QUALIFYING TRADE(S)
0003	PIPE LINE ENG
0007	PAVING ENGINEERING

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.



www.miamidade.gov/economy





**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**ACOSTA, FELIX FRANCISCO
ACOSTA TRACTORS INC
11986 NW 97TH AVENUE
HIALEAH GARDENS FL 33018**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CUC057441

ISSUED: 08/15/2016

**CERT UNDERGROUND & EXCAV CNTR
ACOSTA, FELIX FRANCISCO
ACOSTA TRACTORS INC**

**IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date AUG 31, 2018 L1608150001796**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CUC057441

**The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018**

**ACOSTA, FELIX FRANCISCO
ACOSTA TRACTORS INC
11986 NW 97TH AVENUE
HIALEAH GARDENS 33018**



ISSUED: 08/15/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608150001796

Municipal Contractor's ReceiptMiami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY**MC**

1057389

BUSINESS NAME/LOCATIONACOSTA TRACTORS INC
11986 NW 97 AVE
HIALEAH GARDENS FL 33018**RECEIPT NO.**NEW
7517250**EXPIRES
SEPTEMBER 30, 2018**Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**OWNER**

ACOSTA TRACTORS INC

Category(s) 2

SEC. TYPE OF BUSINESSMMC SPECIALTY ENGINEERING CONTRACTOR
E184**PAYMENT RECEIVED**

BY TAX COLLECTOR

\$200.00 09/21/2017

CREDITCARD-17-060591

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



1057389

BUSINESS NAME/LOCATION

ACOSTA TRACTORS INC
11986 NW 97 AVE
HIALEAH GARDENS FL 33018

RECEIPT NO.

RENEWAL
1057389

EXPIRES

SEPTEMBER 30, 2018

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

ACOSTA TRACTORS INC

Worker(s) 10

SEC. TYPE OF BUSINESS

196 SPECIALTY ENGINEERING CONTRACT
E184

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 09/21/2017
CREDITCARD-17-060591

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

State of Florida

Department of State

I certify from the records of this office that ACOSTA TRACTORS INC is a corporation organized under the laws of the State of Florida, filed on April 25, 1973.

The document number of this corporation is 424214.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on February 6, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of February, 2017*



Ken Reitzner
Secretary of State

Tracking Number: CC0120502875

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

May 16, 2017

ACOSTA TRACTORS, INC.
11986 NW 97TH AVENUE
HIALEAH GARDENS FL 33018

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due 4/30/2018.

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.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK, Curb, Aprons, Underground Utilities (Water & Sewer)

You may apply 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 (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." 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.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

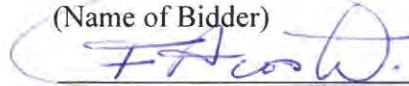
Sincerely,

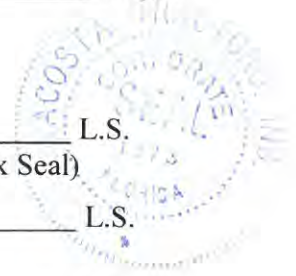
A handwritten signature in blue ink, appearing to read "Alan D. Autry", is written over a faint, larger version of the same signature.

Alan Autry, Manager
Contracts Administration Office

AA:cj

Attached hereto is a cashier's check on the _____
_____ Bank of _____
_____ or Bid Bond for the sum of 5% of Bid
_____ Dollars
(\$ _____), made payable to the Town of Cutler Bay, Florida.

Acosta Tractors, Inc. L.S.
(Name of Bidder) (Affix Seal)
 L.S.
Signature of Officer
President L.S.
(Title of Officer)



Address: 11986 NW 97th Avenue
City: Hialeah Gardens State: Florida

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Felix Acosta, President

Name of the executive who will give personal attention to the work:

Frank Acosta

LIST OF MAJOR SUB-CONTRACTORS

Bidders are required to list with the Proposal, on this sheet all major sub-contractors included for the prosecution of the work. Failure to complete the list may be cause for declaring the Proposal irregular.

FRANK P. ACOSTA, P.E.**EXPERIENCE****Summary of Experience**

Mr. Acosta is part of the third generation of the Acosta family to enter the ATI team. Exposed to the construction industry at an early age he attains over 17 plus years of experience in the construction site and underground utility industry. During his years of education and following he has worked and been exposed to all levels of the company's infrastructure and growth and has operated equipment, personally installed and dived pipes of up to 36" diameter, supervised field personnel and assisted in the management of the day-to-day operations. Currently he serves as the companies V.P. and Senior Project Manager overseeing all company projects.

1998 – Present Acosta Tractors, Inc. Hialeah Gardens, FL

2009 – Present V.P./ Senior Project Manager

Responsible for the management of the company's most complex projects. Duties include developing and monitoring project schedules, procuring project materials, processing/pulling permits, negotiating with and coordinating subcontractors, preparing and submitting shop drawings and other submittals, sending RFI's, communicating with owners or owners' agents, tracking job progress and generating project billings. Additional responsibilities include aiding in any function required to maintain the company's daily operations.

Recent Notable Projects Include:

- People's Transportation Plan Roadway Improvements along NW 87th Avenue from NW 154th Street to NW 186th Street and Installation of 36" Water Main, for Miami Dade County Public Works Dept. JPA with Miami Dade Water and Sewer
- Caribbean Boulevard Improvements GAP #1 from C-100 Bridge to Coral Sea Road, for the Town of Cutler Bay JPA with Miami Dade County
- SW 212th Street Drainage Improvements for the Town of Cutler Bay (APWA Contractor of the Year - Stormwater)
- Caribbean Boulevard Improvements from Coral Sea Road to SW 87th Avenue, for the Town of Cutler Bay JPA with Miami Dade County (APWA Contractor of the Year – Roads & Highways)
- Old Cutler Road Improvements from SW 97th Avenue to SW 87th Avenue, for the Town of Cutler Bay JPA with Miami Dade County (CAACE Category I Project of the Year; APWA Contractor of the Year - Stormwater)
- NW 97th Avenue Roadway Improvements for the City of Doral
- People's Transportation Plan Roadway Improvements Along SW 157th Ave. From SW 136th to SW 120th Street and installation of 36" Force Main, for Miami-Dade County Public Works Dept. JPA with Miami Dade Water & Sewer

2006 – 2009 Field Supervisor

Responsible for supervising approximately 5-10 employees along with monitoring and coordinating field operations for my assigned job. Keeping constant communication with project managers and inspectors. Maintaining daily work logs to ensure that job safety, job quality and job schedule goals are met.

Notable Projects Include:

- Installation of 36-inch Force Main at S.W. 157th Avenue from the North Bank of Canal C-1W to Hammocks Boulevard, for Miami-Dade Water and Sewer
- Roadway Improvements to S.W. 42nd Street from S.W. 152nd Avenue to S.W. 147th Avenue, for Miami-Dade County Public Works Dept.
- Northwest 107th Avenue Roadway Improvements from N.W. 74th Street to N.W. 66th Street, JPA Miami-Dade County Public Works and City of Doral

1998 – 2006 Project Administrator/ Executive Assistant

Duties included but were not limited to:

- Project Managing
- Estimating
- Field Work
- IT Support
- Accounts Receivables/ Payables

EDUCATION

2002 - 2006	Florida International University	Miami, FL
■ B.S., Civil Engineering		
1998 - 2002	Monsignor Edward Pace High School	Miami, FL
■ High School Diploma		

OTHER QUALIFICATIONS

- State of Florida Professional Engineer No. 79132
- CTQP Asphalt Paving Technician - Level 1
- CTQP Asphalt Paving Technician - Level 2
- CTQP QC Manager
- 10-Hour OSHA Construction Safety Training Course

REFERENCES

Alfredo Quintero Jr., EI, CFM, CGC, CCC Director of Public Works Town of Cutler Bay
 Aquintero@cutlerbay-fl.gov – 305-234-4262

Gary Ratay, P.E., Kimley-Horn and Associates
 Gary.Ratay@kimley-horn.com – 954-535-5112

Rudy de la Torre, Assistant Public Works Director / Chief of Construction
 Rudy.DelaTorre@cityofdoral.com– 305-593-6725 Ext. 6002

The successful bidder shall employ the sub-contractors listed hereunder for the class of work indicated, which list shall not be modified in any way without the written consent of the Town of Cutler Bay.

The Bidder expressly agrees that:

1. If awarded a contract as a result of this proposal, the major sub-contractors used in the prosecution of the work will be those listed below.
2. The Bidder represents that the sub-contractors listed below are financially responsible and are qualified to do the work required.

CATEGORY OF CLASS	NAME OF SUB-CONTRACTOR	ADDRESS OF WORK
Concrete	Jack's Concrete Services, Inc.	17361 SW 290 Street Homestead, FL 33030
Striping	P & J Striping, Inc.	9800 NW South River Drive Medley, FL 33166
Asphalt	Halley Engineering Contractors, Inc.	13292 NW 118th Avenue Hialeah, FL 33018

END OF SECTION

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**TOWN OF CUTLER BAY
SW 100 AVENUE STORMWATER RETROFIT PROJECT
ITB # 17-08**

BID FORM

The following Bid Proposal is presented to assist the Town in evaluating the Bid. The Bid Amounts will include all items described in the Bid Documents (Detailed Specifications). Payment shall be made on the basis of Work actually performed and completed.

The Base Bid Amount includes all work on the following roadway sections:

- SW 100th Avenue from Broad Channel Drive to SW 186th Street/Quail Roost Drive.

BASE BID AMOUNT

\$ 843,086.97

BASE BID AMOUNT (IN WORDS)

Eight Hundred Forty Three Thousand
Eighty Six Dollars and Ninety Seven Cents

Taxpayer Identification Number:
59-1454861

BIDDER:

Acosta Tractors, Inc.

(Company Name)


(Signature of Authorized Representative)

Felix Acosta, President
(Printed Name and Title)

11986 NW 97th Avenue Hialeah Gardens, FL 33018
(Company Address)

305-440-7526
(Company Phone Number)

BASE BID FORM

The following Bid is presented to assist the Town in evaluating the Bid. The Total Bid Amount will include all items described in the Bid Documents. Bid prices stated in this proposal include all costs and expenses for labor, equipment, materials, swale restoration, clearing and grubbing, demolition, debris removal, disposal, root pruning, preparation, compaction, restoration, temporary striping, inlet protection (Baled Hay, Straw, or Filter Fabric), contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. The contractor shall include in the Bid price any work item and materials for which a separate pay item has not been included in the Bid Form. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made thereof. Payment shall be made on the basis of Work actually performed and completed.

BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	VALUE
101-1	MOBILIZATION	1	LS	\$39,266.93	\$39,266.93
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$14,713.85	\$14,713.85
104-10-3	SEDIMENT BARRIER	3000	LF	\$1.75	\$5,250.00
104-18	INLET PROTECTION SYSTEM	16	EA	\$41.61	\$665.76
107-1	LITTER REMOVAL DISPOSAL	0.55	AC	\$549.82	\$302.40
107-2	MOWING	0.20	AC	\$555.55	\$111.11
110-1-1	CLEARING & GRUBBING	1	LS	\$28,027.03	\$28,027.03
120-1	REGULAR EXCAVATION	467.7	CY	\$4.94	\$2,330.44
120-6	EMBANKMENT	65.2	CY	\$5.45	\$355.34
160-4	TYPE B STABILIZATION	1668	SY	\$3.20	\$5,337.60
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	109	SY	\$9.70	\$1,057.30
285-706	OPTIONAL BASE, BASE GROUP 06	1603	SY	\$17.56	\$28,148.68
327-70-1	MILLING EXIST ASPH PAVT 1 " AVG DEPTH	6227	SY	\$2.81	\$17,497.87
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	395.6	TN	\$171.06	\$67,671.34
337-7-73	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	386.3	TN	\$172.22	\$66,528.59
425-1-203	INLETS, CURB, TYPE 9, J BOT, <10'	6	EA	\$5,813.89	\$34,883.34
425-1-441	INLETS, CURB, TYPE J-4, <10'	6	EA	\$12,842.96	\$77,057.76
425-2-71	MANHOLES, J-7, <10'	4	EA	\$9,775.88	\$39,103.52
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	985	LF	\$40.62	\$40,010.70
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	89	LF	\$158.73	\$14,126.97
443-70-3	FRENCH DRAIN, 18"	1115	LF	\$94.13	\$104,954.85
520-1-10	CONCRETE CURB & GUTTER, TYPE F	3,189	LF	\$15.56	\$49,620.84
520-2-4	CONCRETE CURB, TYPE D	58	LF	\$34.18	\$1,982.44
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	1893	SY	\$47.73	\$90,352.89
527-2	DETECTABLE WARNINGS	40	SF	\$21.19	\$847.60
570-1-2	PERFORMANCE TURF, SOD	980	SY	\$9.63	\$9,437.40
700-1-11	SINGLE POST SIGN, F & I, GROUND MOUNT, (LESS THAN 12 SQ. FT.)	30	AS	\$288.89	\$8,666.70
700-1-60	SINGLE POST SIGN, REMOVE	4	AS	\$95.30	\$381.20
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	1	LS	\$6,805.82	\$6,805.82
711-11-123	THERMOPLASTIC, STD., WHITE, SOLID, CROSSWALK, 12"	306	LF	\$1.44	\$440.64
711-11-124	THERMOPLASTIC, STD., WHITE, SOLID, DIAG./CHEVRONS, 18"	262	LF	\$2.22	\$581.64
711-11-125	THERMOPLASTIC, STD., WHITE, SOLID, STOP LINE, 24"	54	LF	\$3.33	\$179.82
711-11-170	THERMOPLASTIC, STD., WHITE, ARROW (RIGHT)	3	EA	\$88.89	\$266.67
711-11-170	THERMOPLASTIC, STD., WHITE, ARROW (LEFT)	19	EA	\$88.89	\$1,688.91
711-11-224	THERMOPLASTIC, STD., YELLOW, SOLID, DIAG./CHEVRONS, 18"	65	LF	\$2.22	\$144.30
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	187	LF	\$21.11	\$3,947.57
711-16-101	THERMOPLASTIC, STD., OTHER, WHITE, SOLID, 6"	0.552	GM	\$3,945.22	\$2,177.76
711-16-102	THERMOPLASTIC, STD., OTHER, WHITE, SOLID, 8"	0.109	GM	\$4,485.14	\$488.88
711-16-201	THERMOPLASTIC, STD., OTHER, YELLOW, SOLID, 6"	0.570	GM	\$3,888.84	\$2,210.64
711-16-231	THERMOPLASTIC, STD., OTHER, YELLOW, SKIP, 6" (10/30)	0.421	GM	\$1,134.85	\$477.70
0999-25	CONTINGENCY	1	LS	\$75,000	\$75,000

BASE BID AMOUNT

\$ 843,086.97

BASE BID AMOUNT (IN WORDS)

Eight Hundred Forty Three Thousand Eighty Six Dollars and Ninety Seven Cents

TOWN OF CUTLER BAY

ITB # 17-08

SW 100 AVENUE STORMWATER RETROFIT PROJECT

Page 20 of 253

Bid Item Notes:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs. Includes the construction of two (2) project signs that shall be displayed at each approach to the work zone of the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. Shop drawings must be submitted for approval prior to ordering the projects signs. Photos of the actual project signs must be submitted for approval prior to installation of the project signs.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Includes all work zone signs, channelizing devices and portable changeable message signs. Includes the total shown on the Signing and Pavement Markings Tabulation of Quantities for painted pavement markings used for Maintenance of Traffic.
3. Bid Item 110-1-1 is a lump sum pay item that includes the cost of removal and disposal of all existing asphalt pavement required to complete the design intent of the plans within the entire project site. Includes cost of sawcutting as required for the project.
4. Bid Item 520-1-10 includes the cost of drop curb as shown in the plans. Includes the sawcutting of the existing Type F curb and gutter.
5. All Bid Items include all necessary advanced explorations to verify and determine existing utility information, material, and locations where conflicts with the proposed work may occur (soft digs). Work shall also include verification and determination of interior dimensions and elevations (including pipe inverts). If a conflict is determined or a discrepancy with the plans is found, the Contractor is to notify the Engineer and provide all pertinent field information to assist the resolution of the conflict. This work is to be carried out in advance of construction.

Abbreviation	Unit of Measure	Precision
AC	Acre	0.01
AS	Assembly*	1
CF	Cubic Foot	0.1
CY	Cubic Yard	0.1
DA	Day	1
EA	Each	1
ED	Each Day	1
GA	Gallon	1
GM	Gross Mile	0.001
HR	Hour	1
LB	Pound	1
LF	Linear Foot	1
LO	Location	1
LS	Lump Sum	1
LU	Luminaire*	1
MB	Board Measure/Thousand Feet	0.1
MH	Man-hour**	1
MI	Mile	1
PI	Per Intersection*	1
PS	Per Set*	1
SF	Square Foot	1
SY	Square Yard	1
TN	Ton	0.1
YD	Yard	1

NON-COLLUSION AFFIDAVIT

STATE OF Florida
 COUNTY OF Miami-Dade

Felix Acosta ("Affiant"), being first duly sworn, deposes and says that:

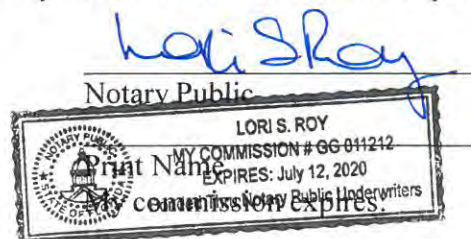
1. Affiant is President of Acosta Tractors, Inc., (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not a collusive or sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Cutler Bay or any person interested in the proposed Contract.

By: 

(Corporate Seal)

Title: President

Subscribed and sworn before me this 20th day of March, 2018, by Felix Acosta, who is personally known to me or has produced _____ as identification.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) 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 (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____



Project Name: _____

SW 100th Avenue Stormwater Retrofit Project

Name: _____

Felix Acosta

Project Number: _____

ITB# 17-08

Firm/Agency: Acosta Tractors, Inc.

Street Address: 11986 NW 97th Avenue Hialeah Gardens, FL 33018

CFR 24.510 & 24 CFR, Part 24, Appendix A

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Appendix A – 49 CFR Part 20

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying", in accordance with the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)}
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {{Note: Pursuant to 31 U.S.C. § 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}}.

TOWN OF CUTLER BAY

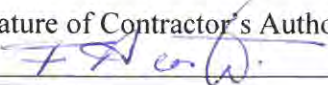
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The Contractor, Acosta Tractors, Inc., certified or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Felix Acosta, President

Date 03/20/2018

[SPACE LEFT INTENTIONALLY BLANK]

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

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 Town of Cutler Bay, its elected officials, and _____ or its design consultants, 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.

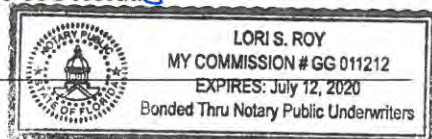
By: 
Title: President

Sworn and subscribed before this

20th day of March, 2018


Notary Public, State of Florida

(Printed Name)



My commission expires: _____

[SPACE LEFT INTENTIONALLY BLANK]

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Cutler Bay

by Felix Acosta
[Print individual's name and title]
for Acosta Tractors, Inc.
[Print name of entity submitting sworn statement]

whose business address is

11986 NW 97th Avenue
Hialeah Gardens, FL 33018

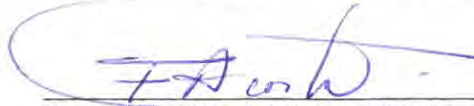
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1454861

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), 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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - 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 a 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**
- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 20th day of March, 2018.

Personally known

OR produced identification N/A Notary Public – State of Florida

My commission expires _____
(type of identification)




(Printed, typed or stamped Commissioned name notary public)

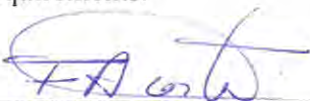
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DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that
Acosta Tractors, Inc. does:
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposers Signature

03/20/2018

Date

END OF SECTION

SECTION 00350**CONTRACTOR'S QUESTIONNAIRE
QUALIFICATION STATEMENT**

Submitted to: The Mayor and Town Council of the Town of Cutler Bay, Florida:

By Acosta Tractors, Inc.Principal Office 11986 NW 97th Avenue Hialeah Gardens, FL 33018How many years has your organization been in business as a General Contractor under your present business name? 44 YearsDoes your organization have current occupational licenses entitling it to do the work contemplated in this Contract? Yes

State of Florida Occupational License (State type and number):

Local Business Tax E184 1057389 (please see attached licenses)Federal I.D. No: 59-1454861

Dade County Certificate of Competency (State type and number):

Pipe Line Eng. & Paving Engineering E184

Town of Cutler Bay Occupational License (State type and number):

State of Florida Cert. Underground & Excavation Contractor**Please include copies of above licenses and certifications with proposal.**

How many years of experience in similar work has your organization had?

- (A) As a General Contractor 44 Years
- (B) As a Sub-Contractor 44 Years
- (C) What contracts has your organization completed? State below:

Contract Amount	Class of Work	When Completed	Name & Address of Owner
\$1,472,182.57	Roadway Construction	2017	City of Doral 8401 NW 53rd Terrace Doral, FL 33166
\$11,783,205.28	Roadway Improvements	2016	Miami-Dade County 111 NW 1st Street Miami, FL 33189
\$2,262,774.91	Roadway & Drainage Improvements	2016	Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014

How many years has your organization, or your sub-contractor, had in the actual construction of roadway and drainage improvements?

44 Years

List the detailed experience below:

<u>Name & tel. number of Owner</u>	<u>Project Name</u>	<u>Date completed</u>
<u>Miami-Dade County 305-375-2796</u>	<u>PTP Roadway Improvements</u>	<u>03/2016</u>
<u>City of Doral 305-593-6740</u>	<u>NW 92nd Avenue Roadway</u>	<u>05/2017</u>
<u>Town of Cutler Bay 305-234-4262</u>	<u>Caribbean Blvd. GAP #2</u>	<u>07/2017</u>

Are you a Certified Disadvantaged Business Enterprise (DBE) with the State of Florida?

No

Have you ever failed to complete any work awarded to you? No

If so, where and why? N/A

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? None

If so, state name of individual, name of owner, and reason thereof:

N/A

In what other lines of business are you financially interested or engaged?

None

Give references as to experience, ability and financial standing.

Please see attached Reference List.

What equipment do you own that is available for the proposed work and where is it located?

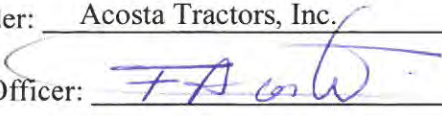
Please see attached company's Equipment List. Equipments from the list will be assigned
to this project and will be available when needed.

Financial Statement: Please see attached Financial letter.

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you? Regions Bank

I hereby certify that the above answers are true and correct.

Name of Bidder: Acosta Tractors, Inc.

Signature of Officer: 

Title of Officer: President

(Affix Seal)



END OF SECTION



REFERENCE LIST

CUSTOMER NAME	ADDRESS	TELEPHONE NUMBER	FAX NUMBER	CONTACT PERSON
A & P Consulting Transportation Engineers	8935 NW 35th Lane Doral, FL 33172	305-218-2317	305-593-1594	Jose Oliveros joliveros@apcte.com
Biltmore Construction	1055 Ponce de Leon Blvd. Belleair, FL 33756	727-585-2084	727-585-2088	Craig Levine clevine@biltmoreconstruction.com
City of Doral	8300 N.W. 53rd Street Doral, FL 33166	305-593-6740	305-593-6617	Jorge Gomez jorge.gomez@cityofdoral.com
City of Hialeah	5601 East 8th Avenue Hialeah, FL 33013	786-351-5213	305-556-3800	Cesar Castillo CeCastillo@hialeahfl.gov
City of Hialeah Dept. Of W&S	3700 W 4th Avenue Hialeah, FL 33013	305-687-2696	305-234-4251	Jose Sanchez josanchez@hialeahfl.gov
City of Hialeah Gardens	10001 NW 87th Avenue Hialeah Gardens, FL 33016	305-558-4114	305-362-7155	Joe Lopez joelopez@tricitygroup.com
City of Miramar	2300 Civic Center Place Miramar, FL 33027	954-538-6803	954-538-6804	Hong Guo hguo@ci.miramar.fl.us
City of Weston	17200 Royal Palm Boulevard Weston, FL 33326	954-385-2600	954-385-2610	Jose Casio jcasio@westonfl.org
Itasca Construction Associates, Inc.	6420 Congress Avenue, #1900 Boca Raton, FL 33487	561-241-4999	561-241-7367	Herb Fleisher herb@itascaboca.com
Kimley Horn and Associates	5200 NW 33rd Avenue #109 Ft. Lauderdale, FL 33309	954-535-5100	954-739-2247	Gary Ratay Gary.Ratay@kimley-horn.com
Miami Dade County Public Works Dept.	111 N.W. 1st Street, Suite # 1510 Miami, Florida 33128-1970	305-375-2930	305-375-2931	Silvia Perez silpe@miamidade.gov
Sierra Commercial Construction	2635 W. 81 Street Hialeah, FL 33016	305-557-2444	305-557-8735	Celine de la Sierra celinesierra@sierracc.com
Town of Miami Lakes	6601 Main Street Miami Lakes, FL 33014	305-827-4024	305-558-8511	Gregory Netto nettog@miamilakes-fl.gov
Town of Cutler Bay	10720 Caribbean Blvd Ste 105 Cutler Bay, FL 33189	305-234-4262	305-234-4251	Alfredo Quintero aquintero@cutlerbay-fl.gov
Ruben Artilles	8130 NW 74th Avenue Miami, FL 33166	305-592-3130	305-592-3130	Ruben Artilles rubenartilles123@icloud.com
Regions Bank	2800 Ponce de Leon Blvd Coral Gables, FL 33134	305-401-2355	305-648-7047	Luis E. Rodriguez luis.e.rodriguez@regions.com

EQUIPMENT LIST

Label	No.	Make & Model	Year	Serial Number
CASE EQUIPMENT				
B3	1	Case 550G Bulldozer	1997	JJG0255204
R4	2	Case 1102 Roller	1993	JKC8106322

Label	No.	Make & Model	Year	Serial Number
CATERPILLAR EQUIPMENT				
BH4	3	Caterpillar 420E 4x4 Backhoe Loader	2012	DJL 04052
G5	4	Caterpillar Motor Grader	2014	R9N00167
SS3	5	Caterpillar 242D Skid Steer Loader	2014	DZT00727
B8	6	Caterpillar D3K2 Track Type Tractor Bulldozer	2015	KFF00390
B9	7	Caterpillar D6K2 Track Type Tractor Bulldozer	2015	RST01376
B10	8	Caterpillar D6K2 Track Type Tractor Bulldozer	2015	RST01529
L12	9	Caterpillar Skid Steer Loader	2017	DTB06497
PL1	10	Caterpillar PC306B Cat Cold Planer XHP/24in Drum Width 73 All Purpose Bits	2017	PCT01137
E10	11	Caterpillar 303.5E2CR Hydraulic Excavator W/ Rock Bucket	2017	JWY82548
SS4	12	Caterpillar 262D Skid Steer Loader	2017	DTB07460
AC1	13	Caterpillar Asphalt Compactor	2017	2B200247
B11	14	Caterpillar D3K2XL Bulldozer	2018	KF202322

Label	No.	Make & Model	Year	Serial Number
JOHN DEERE EQUIPMENT				
B6	15	John Deere 700J LGP Bulldozer	2007	T0700JX132293
B7	16	John Deere 700J LGP	2011	1T0700JXB0196419
BH1	17	John Deere 310SE Backhoe	1998	842814
BH2	18	John Deere 310SJ Wheel Loader Backhoe	2008	T0310SJ143560
BH3	19	John Deere 310JXT Wheel Loader Backhoe	2008	T0310JX157304
BH5	20	John Deere 310J Backhoe Loader	2011	1T0310JXHB0199650
G3	21	John Deere 570B Motor Grader	1994	545100
G4	22	John Deere 670CH Motor Grader	2003	DW670CH588106(S)
S2	23	John Deere 5105 Tractor w/Sweeper	2004	LV5105C512274
SS1	24	John Deere 318D Skid Steer Loader	2011	1T0318DLLBG205976
LM1	25	John Deere Z225 Lawn Mower	2009	XXXXX
LM2	26	John Deere Z245 Lawn Mower	2010	MOZ425B084401
E9	27	John Deere 135G Excavator	2017	1FF135GXPG500139
E11	28	John Deere 135G Excavator	2017	1FF135GXEHF500302

Label	No.	Make & Model	Year	Serial Number
KOMATSU EQUIPMENT				
E2	29	Komatsu PC300LC-6 Excavator	1996	A80408
E3	30	Komatsu PC228USLC-3 Excavator (Excavator #1)	2002	21464
E4	31	Komatsu PC228USLC-3 Excavator (Excavator #2)	2003	30498
E5	32	Komatsu PC308 USLC-3 Excavator	2005	20273
E8	33	Komatsu PC138USLC-11 Hydraulic Excavator	2017	50812
L5	34	Komatsu WA250-3 Loader (Loader #1)	2001	A71458
L6	35	Komatsu WA250-3 Loader (Loader #2)	2003	A73226
L7	36	Komatsu WA250-5L Loader (Loader #3)	2006	A74224
L8	37	Komatsu WA250-5L Loader (Loader #4)	2006	A74287
L9	38	Komatsu Loader WA320-5L Loader	2006	A33152
L10	39	Komatsu WA320-6 Wheel Loader	2012	A35306
L11	40	Komatsu WA270-8 Wheel Loader	2017	A28148

Label	No.	Make & Model	Year	Serial Number
INGERSOLL RAND EQUIPMENT				
R6	41	Ingersoll Rand SD-100DB Roller (Roller #1)	2000	159701
R7	42	Ingersoll Rand DD-22 Roller (Roller #2)	2000	162204
R10	43	Ingersoll Rand SD-100D Roller (Roller #2)	2007	52963
R12	44	Ingersoll Rand SD-100D Roller (Roller #3)	2004	169133

Label	No.	Make & Model	Year	Serial Number
MISCELLANEOUS EQUIPMENT				
AC1	45	Sullair Portable Air Compressor Model 185DPQ-JD	2005	004148330
CR1	46	Pegson 428 Trakpactor Crusher	2006	280208DD
E6	47	Kobelco SK480 Excavator	2006	YS06U0500
E7	48	Kobelco SK485LC Excavator	2009	YS07-U0752
FL1	49	Toyota 62-6FDU25 Fork Lift	2004	60384
G1	50	Huber M850A Grader (Grader #1)	1989	M341
G2	51	Huber M850 Maintainer (Grader #2)	1989	M102
GN1	52	Magnum MMG35 Generator	2005	058206
MM1	53	WIRTGEN W2000 Pavement Profiler	2005	6.20.15000310.0649
P1	54	Neal Paver Model DM5500	1994	0042-1078
P2	55	1550C Mauldin Paver	2006	201636
PC1	56	Wacker Vibratory Plate Compactor Model DPU504H	2008	1878470
R1	57	530A Hyster 9 Wheel Traffic Roller	1987	A091C4127N
R2	58	Hyster 5-8 Ton Roller	1987	23456H (RL581)
R11	59	Dynapac CS142N Vibratory Compactor	2009	21120279
S1	60	Massey Ferguson MF253-2 Sweeper	1997	F12488
TS1	61	300 Anders Hot Tack Sprayer	2007	H550570475TR
R13	62	Dynapac Model CS14N Static Smooth Drum Roller	2014	10000503L0A008372
R14	63	Bomag Model BW120AD-4 Tandem Vibrator Roller	2015	861880231169
R15	64	Bomag Model BW90AD Compaction Roller	2015	101462011523
R16	65	Bomag Model BW120SL-5 Roller	2016	861880291537
RC1	66	WIRTGEN WR200XL	2012	03WR0439

March 20, 2018

Town of Cutler Bay
10720 Caribbean Blvd. Ste 105
Cutler Bay, FL 33189

Re: FINANCIAL STATEMENTS

To whom it may concern:

Acosta Tractors, Inc. is a privately owned and operated corporation and at this time of first submittal, it asserts that its financial statements are confidential trade secret information. If found as the successful lowest bidder and recommended for award, Acosta Tractors, Inc. will be more than willing to provide to the pertinent individuals at the Town of Cutler Bay, the financial statements upon request. Should you have any questions or concerns feel free to contact me at your earliest convenience.

Sincerely,



Felix Acosta,
President

SECTION 00410**BID BOND**

STATE OF FLORIDA)

ss

COUNTY OF Miami-Dade)

KNOW ALL MEN BY THESE PRESENTS, that Acosta Tractors, Inc.

_____ as Principal, and

Berkley Insurance Company, as Surety, a

Corporation chartered and existing under the laws of the State of Delaware, with its

principal offices in the City of Greenwich, CT, and authorized to do business in the State of

Florida are held and firmly bound unto the Owner, The Town of Cutler Bay in

the penal sum of Five Percent of Amount Bid Dollars (\$)

lawful money of the United States, for the payment of which sum will and truly to be made, we

bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by

these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted

the accompanying bid, dated March 20, 2018, for:

**SW 100 AVENUE STORMWATER RETROFIT PROJECT
TOWN OF CUTLER BAY, FLORIDA**

NOW, THEREFORE:

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

TOWN OF CUTLER BAY

ITB # 17-08

SW 100 AVENUE STORMWATER RETROFIT PROJECT

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- B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 20th day of March, A.D., 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required)
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

Acosta Tractors, Inc.

Name of Firm

Signature of Authorized (Affix Seal) Felix Acosta

President

Title

11986 N.W. 97th Avenue

Business Address

Hialeah Gardens, FL 33018

City, State & Zip Code

WITNESSES:

SURETY:

Berkley Insurance Company

Corporate Surety

Attorney-in-Fact (Affix Seal) Charles J. Nielson

475 Steamboat Road

Business Address

Greenwich, CT 06830

City, State & Zip Code

Nielson, Hoover & Associates

Name of Local Insurance Agency

TOWN OF CUTLER BAY

ITB # 17-08

SW 100 AVENUE STORMWATER RETROFIT PROJECT

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CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Jessica A. Vigoa, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Felix Acosta who signed said bond on behalf of the principal, was then President of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Jessica A. Vigoa
Secretary

(Corporate Seal)

STATE OF FLORIDA)

SS
COUNTY OF Miami-Dade

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Charles J. Nielson, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the Berkley Insurance Company and that he has been authorized by Them to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the Town of Cutler Bay.

Sworn and Subscribed to before me this 20th day of March, 2018, A.D.

(Attach Power of Attorney
to original Bid Bond)

Kristi Messel
Notary Public State of Florida at Large
My Commission Expires



END OF SECTION

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

Attachment "D" (Page 54 of 94)

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Charles J. Nielson; Charles D. Nielson; or Joseph P. Nielson of Nielson & Company, Inc. of Miami Lakes, FL** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, 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 shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, 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 obligation 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 Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of April, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman

Senior Vice President & Secretary

By

Jeffrey M. Hafter

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of April, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
 NOTARY PUBLIC
 MY COMMISSION EXPIRES
 APRIL 30, 2019

Maria C. Rundbaker
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that 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 or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of March, 2018.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

SECTION 00500

SW 100 AVENUE STORMWATER RETROFIT PROJECT

CONTRACT FOR CONSTRUCTION

THIS IS A CONTRACT FOR CONSTRUCTION ("Contract"), by and between TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "Town"), and _____, a Florida corporation (hereinafter referred to as "Contractor".)

W I T N E S S E T H, that Contractor and Town, for the considerations hereinafter named, agree as follows:

ARTICLE 1

SCOPE OF WORK

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The Work is generally described as follows:

Provide labor and equipment required to construct roadway and drainage improvements on SW 100th Avenue from Broad Channel Drive to SW 186th Street/Quail Roost Drive in the Town of Cutler Bay. Work shall include but not be limited to the installation of raised medians, curb and gutter, sidewalk, curb ramps, stabilized subgrade, limerock base, asphalt, drainage inlets and manholes, French drain installation, signing and pavement markings, utility adjustments, and sodding restoration. Utilization of these services will require close coordination with the Town and Engineer.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

SW 100 AVENUE STORMWATER RETROFIT PROJECT

ARTICLE 2

CONTRACT TIME

- 2.1 If awarded, the initial work order will be substantially completed within _____ calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03

TOWN OF CUTLER BAY

ITB # 17-08

SW 100 AVENUE STORMWATER RETROFIT PROJECT

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of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within _____ calendar days after the date when the Contract Time commences to run. The Town will allow extended daily working hours and work on weekends with advance notice.

CONTRACT PERIOD/PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT

- 2.2 Contractor shall be instructed to commence each phase or work order of the Work, or any portion of the Work, by written instruction and as specified in the form of one or more Notices to Proceed issued by the Town Manager or his designee. Contractor acknowledges and agrees that the Town shall have no obligation to issue any Notice(s) to Proceed for the Work or any portion thereof. Each Notice to Proceed issued by the Town will provide for a commencement date for the Work, or portion thereof, and required completion dates for the Work or portion thereof, including Substantial Completion and Final Completion Dates. A Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract.
- 2.3 Time is of the essence throughout this Contract. The Work, or any portion thereof, shall not commence until the date specified in the Notice(s) to Proceed. The Work or any portion thereof shall achieve Substantial Completion and Final Completion within the number of days specified in the relevant Notice(s) to Proceed. The Contractor shall prosecute all Work with faithfulness and diligence and the Work shall be completed and ready for final payment in accordance with the Contract Documents and as certified by Town's Engineer.
- 2.4 Upon failure of Contractor to substantially complete the Contract within the specified period of time, Contractor shall pay to Town the sum of One Thousand Dollars (\$1,000.00) for each calendar day after the time specified in the Notice(s) to Proceed for Substantial Completion. After Substantial Completion, should Contractor fail to complete the remaining Work within the time specified in the Notice to Proceed for final completion and readiness for final payment, Contractor shall pay to Town the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and use of the Project.

Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Work and the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for substantial and/or final completion is given pursuant to a Notice(s) To Proceed.

- 2.5 Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In the event that the amount of liquidated damages due the Town by Contractor exceed payment or monies due the Contractor from the Town, Contractor

TOWN OF CUTLER BAY

ITB # 17-08

SW 100 AVENUE STORMWATER RETROFIT PROJECT

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shall be liable and shall immediately upon demand by Town make payment to the Town in the amount of said excess.

ARTICLE 3

CONTRACT PRICE

- 3.1 Town shall pay to Contractor for the performance of the Work or any portion thereof completed for the month based on the Unit Pricing set forth in Contractor's bid or proposal, which Unit Pricing is incorporated herein in the Bid Form, subject to the conditions, limitations and restrictions of Sections 3.4 herein and in accordance with the "Standard General Conditions" included in ITB No. 17-08. The unit price shall be full compensation for all costs, including overhead and profit, associated with completion of the Work or any portion thereof as authorized by Notice(s) To Proceed and in full conformity with the requirements as stated or shown, or both, in the Plans and Specifications.
- 3.2 The sum set forth in Paragraph 3.1 shall constitute the Contract Price which shall not be modified except by a Change Order issued by Town or as otherwise specified herein.
- 3.3 The Contract Price may be adjusted by the Town pursuant to Article 12 of the General Conditions.
- 3.4 Town and Contractor agree that this Contract, and any Work authorized pursuant to this Contract, shall be subject to the condition precedents that Town funds and/or Miami-Dade County surtax transportation funds are available, appropriated annually and budgeted for the accomplishment of the Work or any portion thereof for this Project, and that the Town secures and obtains any necessary loans for the accomplishment of this Project pursuant to a borrowing enabling ordinance and any loan implementing resolution adopted by the Town Council and as described in the Town Council Resolution which awards and authorizes the execution of this Contract.
- 3.5 Town shall make progress payments on the basis of Work completed and Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application and in the manner set forth in Article 14 of the General Conditions of the Contract Documents. Rejection of a Pay Application by the Town shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, for Work completed and as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as Town shall determine or Town may withhold taking into account the

aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Value, if any. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Town until final completion and acceptance of the Work by Town. In the event there is a dispute between Contractor and Town concerning a Pay Application, dispute resolution procedures shall be conducted by Town commencing within 45 days of receipt of the disputed Payment Application. The Town shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

- 3.6 Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from Town for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.
- 3.7 The payment of any Application for Payment by Town, including the final request for payment, does not constitute approval or acceptance by Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town's rights hereunder or at law or in equity.

ARTICLE 4

CONTRACT DOCUMENTS

- 4.1 The Contract Documents which comprise the entire agreement between the Town and the Contractor concerning the Work consist of this Contract for Construction (including any Change Orders or Amendments hereto), the Drawings, Plans and Specifications approved by the Town, the Supplementary Technical Specifications, the Special Conditions, the General Conditions, the Invitation for Bids and bidding documents issued by the Town and any Addenda issued thereto, the Contractor's Bid or Proposal, the Performance Bond and Payment Bond, Insurance Certificates, the Notice of Award, the Notice(s) to Proceed, and any other Contract Documents, not specifically listed herein and included in the Project Manual which shall be considered incorporated into and made a part of this Contract by this reference and shall govern this Project.

Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, State, Miami-Dade County and Town laws and regulations.

Any mandatory clauses which are required by such federal or other governmental regulations shall be deemed to be automatically incorporated herein. In the event of any conflict among the foregoing Contract Documents, the documents shall govern in the order listed and/or as determined by the Town Engineer.

- 4.2 This document incorporates and includes all prior negotiations, correspondence,

conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

- 4.3 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.

ARTICLE 5

INDEMNIFICATION

- 5.1 The parties agree that 1% of the total compensation paid to the Contractor for the performance of this Contract shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Contract Documents.
- 5.2 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town and its officials, consultants, agents and employees from and against all demands, claims, suits, liabilities, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs through appeal) arising out of, related to, or resulting from the performance or non-performance of the Work, or Contractor's obligations or the Work under this Contract, including but not limited to any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.
- 5.3 In any and all claims against the Town or any of its officers, consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

- 5.4 It is the specific intent of the parties hereto that the foregoing indemnification shall comply with Section 725.06 (Chapter 725), Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents for this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 5.5 Notwithstanding any obligation which may be set forth or required in the Contract Documents, the Town shall not indemnify or hold harmless the Contractor or any Subcontractor, Engineer, or any officer, director, partner, employee, agents, consultant of each or any of them from any claims, costs, losses or damages arising out of any Work performed or this Contract, and any reference or inclusion of such indemnification by the Town or Owner in the Contract Documents is hereby deleted. The parties acknowledge and agree that the Town is a municipal corporation that enjoys sovereign immunity pursuant to applicable law, and shall not and does not waive any rights and protections pursuant to such sovereign immunity.

ARTICLE 6

INSURANCE AND BONDS

- 6.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as listed in the Contract Documents, including and in no event less the policies, coverages and minimum limits specified below and as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.
- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$1,000,000.

- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.
- e. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.
- f. **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town.

The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town.

If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- g. **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a

primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance.

The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

h. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

i. The provisions of this section shall survive termination of this Contract.

6.2 **Bonds.** Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder. (The bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, in the amount of the entire Grand Total Bid Amount in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of recognized standing with a rating of A or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

6.3 Notwithstanding any obligation which may be set forth or required in the Contract Documents, the Town shall not be required to procure or maintain any insurance in connection with the Work or this Contract, including but not limited to Owner's Liability Insurance or Property Insurance.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

- 7.1 Contractor represents and warrants the following to the Town:
- 7.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical specifications and data" and plans and specifications.
 - 7.1.2 Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.
 - 7.1.3 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. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.
 - 7.1.4 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 Project site. Contractor acknowledges that the 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 or ground facilities at, contiguous or near the Project sites or for existing improvements at or near the sites. 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 and improvements) at, contiguous or near 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 Time and in accordance with the other terms and conditions of the Contract Documents.
 - 7.1.5 Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.
 - 7.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - 7.1.7 Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town 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.

- 7.1.8 The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2 Contractor further warrants the following:

- 7.2.1 **Anti-Discrimination:** 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 agrees to abide by all federal and state laws regarding non-discrimination.

- 7.2.2 **Anti-Kickback:** 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.

- 7.2.3 **Licensing and Permits:** 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. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project.

ARTICLE 8

DEFAULT AND TERMINATION

- 8.1 If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2 and the Notice(s) to Proceed, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if the

Contractor shall fail to perform any material term set forth in the Contract Documents, or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Town for convenience as described below.

- 8.2 This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor, including but not limited to if the Town has determined that such cancellation will be in the best interest of the Town for its own convenience or funding is not available, appropriated or budgeted. In the event the Contract is terminated for the Town's convenience, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations, and will be paid for Work performed to the satisfaction of the Town and provided as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the Contract. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.
- 8.3 In the event of a default by the Contractor, the Contractor shall also be liable for all damages caused by its default which damages may include, but not be limited to, any and all costs incurred by the Town in completing the Project, and damages arising out of the Contractor's failure to adhere to the Contract requirements and all attorney's fees and costs incurred by the Town in seeking legal relief for the default.

ARTICLE 9

ASSIGNMENT

Neither party shall assign the Contract, any portion of the Work, or any sub-contract, in whole or in part, without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town Manager.

ARTICLE 10

MISCELLANEOUS

10.1 Contractor to Check Plans, Specifications and Data:

Contractor shall verify all dimensions, quantities and details shown on the Plans, Specifications or other data received from Town's Engineer, and shall notify Town's Project Engineer in writing of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery and Town's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the Town's Project Engineer, will be done at the Contractor's sole risk.

10.2 Contractor's Responsibility for Damages and Accidents:

10.2.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause.

10.2.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project.

In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

10.3 Defective Work/Guarantee:

10.3.1 Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work.

Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

10.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Town's Project Engineer, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

10.3.3 Contractor shall unconditionally guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.

10.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

10.4 **Legal Restrictions and Traffic Provisions:**

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, except as provided for in the Contract Documents, without the written consent of the Town or governing jurisdiction.

10.5 **Examination and Retention of Contractor's Records.**

10.5.1 Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law).

Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of final payment for all Work performed pursuant to this Contract. The Town or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

10.5.2 Contractor agrees to include in first-tier subcontracts under this Contract a clause substantially the same as subparagraph 10.5.1 above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

10.5.3 The right to access and examination of records in subparagraph 10.5.1 shall continue until disposition of any mediation, claims, litigation or appeals.

10.6 **No Damages for Delay.**

No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect,

consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, and in accordance with the requirements of the Contract Documents, the Contractor shall be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be caused by the Town, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon ten (10) days written notice to the Town.

10.7 **Public Entity Crimes Affidavit.**

Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.8 **Independent Contractor.**

The Contractor is an independent contractor under the Contract. This Contract does not create any partnership or joint venture between the Town and Contractor. Work performed or provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town.

Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to Work rendered under the Contract shall be those of the Contractor.

10.9 **Payment to Sub-Contractors.**

Certification of Payment to Subcontractors: The term "subcontractor", as used herein, includes persons or firms furnishing materials or equipment incorporated into the Work or stockpiled for which the Town made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts before the Town will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Town.

Within 30 days of the Contractor's receipt of progress payments or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all Work completed and materials furnished. The Town will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment within said 30-day period.

10.10 DBE Contract Assurance.

Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Town deems appropriate.

10.11 Governing Law.

This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.12 Waiver of Jury Trial.

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 this 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.

10.13 Public Records Law

- a. Contractor agrees to keep and maintain public records in CONTRACTOR's 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.
- b. Upon request from the TOWN's 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.
- c. 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.
- d. 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.

- e. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- f. 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: Debra E. Eastman, Town Clerk

Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189

Telephone number: (305) 234-4262

Email: deastman@cutlerbay-fl.gov

10.14 Notices.

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Cutler Bay
Town Manager
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

With a copy to: Town Attorney, Town of Cutler Bay
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd.
Coral Gables, Florida 33134

For The Contractor: _____

10.15 Prevailing Party; Attorneys' Fees.

In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

10.16 Severability.

If any term or provision of this Contract or the Contract Documents shall be held or deemed invalid or unenforceable by the courts or otherwise, illegal or in conflict with any law of the State, the validity of the remaining terms or provisions of this Contract or the Contract Documents shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: TOWN OF CUTLER BAY, FLORIDA, signing by and through its Town Manager, and _____ (Contractor) signing by and through _____, duly authorized to execute same.

ATTEST:

TOWN OF CUTLER BAY, FLORIDA,
A Florida municipal corporation

By: _____
Debra E. Eastman, Town Clerk

By: _____
Rafael G. Casals, Town Manager

Date Executed: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Resolution No.: _____

By: _____
Town Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

CONTRACTOR:

ATTEST:

(Secretary)

(Corporate Seal)

This ____ day of _____, 2018.

By: _____
(Signature and Title)

(Type Name/Title signed above)

END OF DOCUMENT

SECTION 00610

PERFORMANCE BOND

STATE OF FLORIDA)

ss

COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that _____ as
Principal, hereinafter called Contractor, and _____ as Surety,
hereinafter called Surety, are held and firmly bound unto the Town of Cutler Bay, as Obligee,
hereinafter called Owner, in the amount of _____
Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, contractor has by written agreement dated _____, 2018, entered into
a Contract with Owner for:

**SW 100 AVENUE STORMWATER RETROFIT PROJECT
TOWN OF CUTLER BAY, FLORIDA**

in accordance with Drawings and Specifications prepared by Town Engineer which Contract is by
reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that,
if the Principal shall in all respects promptly and faithfully perform and comply with the terms and
conditions of said Contract and his obligations thereunder and shall indemnify the Owner and the
Consulting Engineer and save either or all of them harmless against and from all costs, expenses and
damages arising from the performance of said Contract or the repair of any work thereunder, then
this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance
with the following terms and conditions:

- A. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provision of said Contract.
- B. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.
- C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
- D. The surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of "_____" and Financial Category of "Class_____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ____ day of _____ 2018, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required)
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

Signature of Authorized Officer

(Affix Seal)

Title

Business Address

City, State & Zip Code

WITNESSES:

SURETY:

Corporate Surety

Title

Business Address

City, State & Zip Code

Name of Local Insurance Agency

[SPACE LEFT INTENTIONALLY BLANK]

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation names as Principal in the within Bond; that _____ who signed the said bond on behalf of the Principal, was the _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary (Corporate Seal)

STATE OF FLORIDA)
 ss
COUNTY OF)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Town of Cutler Bay, Florida.

Sworn and subscribed to before me this ____ day of _____, 2018 A.D.

(Attach Power of Attorney)

Notary Public - State of Florida
at Large
My Commission Expires:

END OF SECTION

SECTION 00620

PAYMENT BOND

STATE OF FLORIDA)

ss

COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal,
hereinafter called Contractor, and _____ as Surety, hereinafter
called Surety, are held and firmly bound unto the Town of Cutler Bay, as Obligee, hereinafter called
Owner, in the amount of _____
_____ Dollars (\$ _____) for the payment whereof
Contractor and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2018, entered into a
Contract with Owner for:

**SW 100 AVENUE STORMWATER RETROFIT PROJECT
TOWN OF CUTLER BAY, FLORIDA**

in accordance with Drawings and Specifications prepared by Town Engineer which Contract is by
reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that
if the Principal shall promptly make payment to all claimants, as herein below defined, then this
obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the
following terms and conditions:

- A. A claimant is defined as any person supplying the Principal with labor, material and supplies,
used directly or indirectly by the said Principal or any subcontractor in the prosecution of the
work provided for in said Contract, and is further defined in Section 255.05(1) of the Florida
Statutes.

- B. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant.
1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection.
 2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
 3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 4. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
- F. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 2018, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses Required)
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

Signature of Authorized Officer
(Affix Seal)

Title

Business Address

City, State & Zip Code

WITNESSES:

SURETY:

Corporate Surety

Title

Business Address

City, State & Zip Code

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Corporate Secretary

[Seal]

STATE OF FLORIDA)
 ss
COUNTY OF)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by to execute the foregoing bond on behalf of the Contractor named therein in favor of the Town of Cutler Bay, Florida.

Sworn and subscribed to before me this ____ day of _____, 2018 A.D.

(Attach Power of Attorney)

Notary Public - State of Florida
at Large
My Commission Expires:

END OF SECTION

POLICY INCLUDES COVERAGE FOR:		YES	NO
1.	Additional Insured: Owner & Engineer	—	—
2.	*Liability under the United States Longshoremen's and Harbor Workers' Compensation Act.	—	—
3.	+All owned, hired, or nonowned automotive equipment used in connection with work done for the Owner.	—	—
4.	oContractual Liability	—	—
5.	oDamage caused by explosion, collapse or structural injury, and damage to underground utilities.	—	—
6.	oProducts/Completed Operations	—	—
7.	oOwners and Contractors Protective Liability	—	—
8.	oPersonal Injury Liability	—	—
9.	+Excess Liability applies excess of:	—	—
	(a) Employers Liability	—	—
	(b) Comprehensive General Liability	—	—
	(c) Comprehensive Automobile Liability	—	—

TYPES OF POLICY	FORMS OF COVERAGE	LIMITS OF LIABILITY	
Workers' Compensation	Bodily Injury	\$ unlimited	Statutory
Employers Liability	Bodily Injury	\$ 1,000,000	Each Accident
	Disease	\$ 1,000,000	Each Person
	Disease	\$ 1,000,000	Policy Limit
Comprehensive Auto Liability	Combined Single Limit BI/PD	\$ —	Each Accident

Comprehensive General Liability	Bodily Injury	\$ <u>—</u> Each
		Occurrence
		\$ <u> </u> Aggregate
	Property Damage	\$ <u> </u> Each
		Occurrence
		\$ <u> </u> Aggregate
OR		
	Combined Single Limit BI/PD Occurrence	\$ <u>—</u> Each
		\$ <u> </u> Aggregate

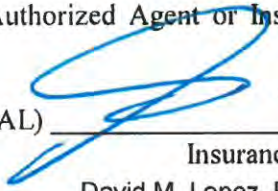
Excess Liability	Combined Single Limit BI/PD	\$ <u>—</u> Aggregate
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Other

The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the Engineer when so requested.

NOTE: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date 3/20/2018

SEAL) 
 Insurance Company
David M. Lopez, Principal
 Authorized Representative

Issued at Insurance Agent

Insurance Agent or Company

Send original and one copy to:

Town of Cutler Bay
 Public Works Department
 Town of Cutler Bay Town Hall
 10720 Caribbean Boulevard, Suite 105
 Cutler Bay, Florida 33189
 Attention: Debra E. Eastman, MMC, Town Clerk

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group, Inc. 9570 SW 107 Avenue Suite 104 Miami FL 33176	CONTACT NAME: Amanda Nogues PHONE (A/C, No, Ext): (305) 595-3323 E-MAIL ADDRESS: amanda@easterninsurance.net FAX (A/C, No): (305) 595-7135														
INSURED Acosta Tractors, Inc. 11986 NW 97 Avenue Hialeah Gardens FL 33018	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Bridgefield Employers Insuranc</td><td>10701</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Bridgefield Employers Insuranc	10701	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Bridgefield Employers Insuranc	10701														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Master 17-18

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	830-55347	4/1/2017	4/1/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: SW 100th Avenue Stormwater Retrofit Project

ITB# 17-08

CERTIFICATE HOLDER

CANCELLATION

Town Of Cutler Bay 10720 Carribean Blvd. Suite 105 Cutler Bay, FL 33189	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Lopez/AMANDA
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

SECTION 00650**CERTIFICATE OF INSURANCE**

THIS IS TO CERTIFY THAT THE (1)Zurich-American Ins. (2)American Guarantee & Lib (3) North River Ins. Co
 (Insurance Company)
 Address (1 & 2) 1299 Zurich Way, Schaumburg, IL (3) 1064 Greenwood Blvd, Suite 300, Lake Mary, FL 32746
 of (1 & 2) Schaumburg, IL (3) Lake Mary, FL

has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect the interest(s) of the Town of Cutler Bay (hereinafter sometimes called the Owner) until thirty (30) days after written notice of such cancellation or change has been delivered to the Town Clerk, copy to Engineer.

Insured Acosta Tractors, Inc.

Address 11986 NW 97th Avenue, Hialeah Gardens, FL 33018

Status of Insured: X Corporation Partnership Individual

Location of Operations Insured 11986 NW 97th Avenue, Hialeah Gardens, FL 33018

Description of Work:

**SW 100 AVENUE STORMWATER RETROFIT PROJECT
TOWN OF CUTLER BAY, FLORIDA**

INSURANCE POLICIES IN FORCE:

<u>Forms of Coverage</u>	<u>Policy Number</u>	<u>Exp. Date</u>
*Workers Comp./Employers Liability		
+Comprehensive Automobile Liability	BAP0185627-02	10/01/2018
oComprehensive General Liability	GLO0185626-02	10/01/2018
+Excess Liability	5811096645	10/01/2018
Other (Please specify type: <u> </u>)		

POLICY INCLUDES COVERAGE FOR:		YES	NO
1.	Additional Insured: Owner & Engineer	<u>X</u>	_____
2.	*Liability under the United States Longshoremen's and Harbor Workers' Compensation Act.	_____	<u>X</u>
3.	+All owned, hired, or nonowned automotive equipment used in connection with work done for the Owner.	<u>X</u>	_____
4.	oContractual Liability	<u>X</u>	_____
5.	oDamage caused by explosion, collapse or structural injury, and damage to underground utilities.	<u>X</u>	_____
6.	oProducts/Completed Operations	<u>X</u>	_____
7.	oOwners and Contractors Protective Liability	<u>X</u>	_____
8.	oPersonal Injury Liability	<u>X</u>	_____
9.	+Excess Liability applies excess of:	_____	_____
	(a) Employers Liability	<u>X</u>	_____
	(b) Comprehensive General Liability	<u>X</u>	_____
	(c) Comprehensive Automobile Liability	<u>X</u>	_____

TYPES OF POLICY	FORMS OF COVERAGE	LIMITS OF LIABILITY	
Workers' Compensation	Bodily Injury	\$	Statutory
Employers Liability	Bodily Injury	\$ _____	Each Accident
	Disease	\$ _____	Each Person
	Disease	\$ _____	Policy Limit
Comprehensive Auto Liability	Combined Single Limit BI/PD	\$ <u>1,000,000</u>	Each Accident

Comprehensive General Liability	Bodily Injury	\$ _____ Each
		Occurrence
		\$ _____ Aggregate
	Property Damage	\$ _____ Each
		Occurrence
		\$ _____ Aggregate
	OR	
	Combined Single Limit BI/PD Occurrence	\$ 1,000,000 Each
		\$ 2,000,000 Aggregate

Excess Liability	Combined Single Limit BI/PD	\$ 8,000,000 Aggregate
------------------	--------------------------------	------------------------

Other

The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the Engineer when so requested.

NOTE: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date 03/20/2018

SEAL) Zurich-American Ins.
American Guarantee & Lib. Ins.
North River Ins. Co

Issued at Kahn-Carlin & Company

Insurance Company
Michael Smith
Authorized Representative

Insurance Agent or Company

Send original and one copy to:

Town of Cutler Bay
Public Works Department
Town of Cutler Bay Town Hall
10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189
Attention: Debra E. Eastman, MMC, Town Clerk

END OF SECTION

TOWN OF CUTLER BAY
ITB # 17-08
SW 100 AVENUE STORMWATER RETROFIT PROJECT
Page 67 of 253



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 3350 S Dixie Hwy Miami FL 33133		CONTACT NAME: PHONE (A/C, No. Ext): (305) 446-2271 FAX (A/C, No): E-MAIL: certificates@kahn-carlin.com ADDRESS:	
INSURED Acosta Tractors, Inc. 11986 N.W. 97th Avenue Hialeah Gardens FL 33018		INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Co 40142 INSURER B: American Guarantee & Liab Ins Co 26247 INSURER C: North River Ins Co 21105 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1792944678 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GL0018562602	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			BAP018562702	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			5811096645	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project ITB#17-08
SW 100 Avenue Stormwater Retrofit

CERTIFICATE HOLDER

Town of Cutler Bay
Public Works Department
Town of Cutler Bay Town Hall
10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Christian/GENFLO

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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 03/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: PHONE (A/C, No, Ext): (305) 822-7800		FAX (A/C, No): (305) 362-2443
	E-MAIL ADDRESS:		
INSURED Acosta Tractors Inc. 11986 NW 97th Avenue Hialeah Gardens, FL 33018	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Insurance		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			QT6603H558512TIL17	10/01/2017	10/01/2018	Leased/Rented 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ITB # 17-08
 SW 100 AVENUE STORMWATER RETROFIT

CERTIFICATE HOLDER

CANCELLATION

Town of Cutler Bay
 Public Works Department
 10720 Caribbean Boulevard Ste 105
 Cutler Bay, FL 33189

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SECTION 00660

**ACKNOWLEDGEMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF CUTLER BAY:

We, Acosta Tractors, Inc., hereby acknowledge and agree that as Contractors for the construction of the SW 100 AVENUE STORMWATER RETROFIT PROJECT, TOWN OF CUTLER BAY, FLORIDA, Town Project No. ITB #17-08, within the limits of the Town of Cutler Bay, Florida, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the Town of Cutler Bay, and its Consulting Engineers against any and all legal liability or loss the Town, or the Engineer may incur due to _____ failure to comply with such act.

 *James A. Vigor*
ATTEST

ATTEST

Acosta Tractors, Inc.
CONTRACTOR

BY: *Felix Acosta*
NAME

03/20/2018
DATE

END OF SECTION

SECTION 00665**TRENCH SAFETY ACT COMPLIANCE**

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq. which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bids, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of costs of compliance with the applicable trench safety standards as well as the methods of compliance:

Methods of Compliance

Trench Box

Total \$ 1,500.00

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the Owner and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act."



Signature of Authorized Representative (Manual)

Felix Acosta

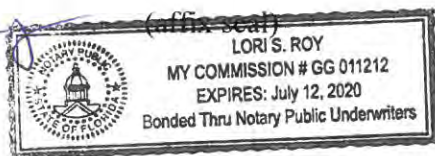
Name of Authorized Representative (Typed or Printed)

Sworn to and subscribed before me in the State and County first mentioned above on the 20th day of March, 2018.

Lori S. Roy

Notary Public

My Commission Expires:



#	Activity ID	Activity Name	Orig Dur	Start	Finish	May 2018					June 2018					July 2018					August 2018					September 2018					October 2018					November 2018					December 2018					January 2019				
						30	07	14	21	28	04	11	18	25	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29	05	12	19	26	02	09	16	23	30									
1	SW 100th Avenue Stormwater Retrofit 03.20.18			169d	May-07-18	Jan-14-19																															Jan-14-19													
2	ENGINEERING			21d	May-07-18	Jun-05-18																																												
3	PROJECT			14d	May-07-18	May-24-18																																												
4	ENG-900	NOTICE TO PROCEED	0d	May-07-18	May-07-18																																													
5	ENG-910	Miami Dade Public Work Permit - Submittal & Approval	14d	May-07-18	May-24-18																																													
6	SUBMITTALS			1d	May-07-18	May-07-18																																												
7	ENG-1000	Drainage Submittal	1d	May-07-18	May-07-18																																													
8	ENG-1010	Concrete Submittal	1d	May-07-18	May-07-18																																													
9	ENG-1020	PM&S Submittal	1d	May-07-18	May-07-18																																													
10	ENG-1030	Asphalt Paving Submittal	1d	May-07-18	May-07-18																																													
11	SUBMITTAL APPROVALS			10d	May-08-18	May-21-18																																												
12	ENG-2000	Drainage Submittal Approval	10d	May-08-18	May-21-18																																													
13	ENG-2010	Concrete Submittal Approval	10d	May-08-18	May-21-18																																													
14	ENG-2020	PM&S Submittal Approval	10d	May-08-18	May-21-18																																													
15	ENG-2030	Asphalt Paving Submittal Approval	10d	May-08-18	May-21-18																																													
16	MATERIAL PROCUREMENT			10d	May-22-18	Jun-05-18																																												
17	ENG-3000	Drainage Procurement	10d	May-22-18	Jun-05-18																																													
18	CONSTRUCTION			166d	May-07-18	Jan-09-19																																												
19	CONSTRUCTION - PHASE I - BROAD CHANNEL DRIVE			19d	May-07-18	Jun-01-18																																												
20	PH1-1000	Install VMS Board	14d	May-07-18	May-24-18																																													
21	PH1-1010	Set-Up MOT on Broad Channel Drive	1d	May-22-18	May-22-18																																													
22	PH1-1005	Mobilization	1d	May-22-18	May-22-18																																													
23	PH1-1020	Curb & Gutter Demolition Sta. 99+72 (15.07 LT) to 99+71 (33.06 LT)	1d	May-23-18	May-23-18																																													
24	PH1-1030	C&G Green Area for New Sidewalk	1d	May-23-18	May-23-18																																													
25	PH1-1040	Prep/Form/Pour - Curb & Gutter/Sidewalk Sta. 99+72 (15.07 LT) to 99+71 (33.06 LT)	2d	May-24-18	May-25-18																																													
26	PH1-1050	Set-Up MOT for Median Work on Broad Channel Drive	1d	May-29-18	May-29-18																																													
27	PH1-1060	Curb & Gutter Demolition - Broad Channel Drive Median (east & west)	1d	May-30-18	May-30-18																																													
28	PH1-1070	C&G Green Area for New Sidewalk	1d	May-30-18	May-30-18																																													
29	PH1-1080	Prep/Form/Pour - Curb & Gutter/Sidewalk	2d	May-31-18	Jun-01-18																																													
30	CONSTRUCTION - PHASE II - SW 100TH AVE. (EAST SIDE)			105d	May-22-18	Oct-18-18																																												
31	TRAFFIC CONTROL			97d	Jun-04-18	Oct-18-18																																												
32	PH2-1000	Set-Up MOT Phase IIA	1d	Jun-04-18	Jun-04-18																																													
33	PH2-1020	Install Temporary Pavement Markings	1d	Jun-04-18	Jun-04-18																																													
34	PH2-1320	Remove Temporary Striping 100+23 (RT) to 114+80 (RT)	1d	Oct-18-18	Oct-18-18																																													
35	DEMOLITION			19d	Jun-05-18	Jun-29-18																																												
36	PH2-1040	Concrete Curbs/Sidewalk Demolition - Sta. 100+41 (RT) to 106+40 (RT)	2d	Jun-05-18	Jun-06-18																																													
37	PH2-1100	Concrete Curbs/Sidewalk Demolition - Sta. 106+40 (RT) to 111+00 (RT)	2d	Jun-15-18	Jun-18-18																																													
38	PH2-1170	Concrete Curb/Sidewalk Demolition - Sta. 111+00 (RT) to 114+80 (RT)	2d	Jun-28-18	Jun-29-18																																													
39	STORM DRAINAGE SYSTEM			30d	May-22-18	Jul-03-18																																												
40	PH2-1010	Set-Up Vertical & Horizontal Control Points	2d	May-22-18	May-23-18																																													
41	PH2-1050	Install Structures S-2, S-4	1d	Jun-06-18	Jun-06-18																																													
42	PH2-1060	Install 65' of French Drain Between S-2 & S-4	1d	Jun-07-18	Jun-07-18																																													
43	PH2-1070	Install 207' of French Drain Between S-4 & S-6	2d	Jun-08-18	Jun-11-18																																													
44	PH2-1080	Install Structure S-6	1d	Jun-12-18	Jun-12-18																																													
45	PH2-1090	Install 216' of French Drain Between S-6 & S-8	2d	Jun-13-18	Jun-14-18																																													
46	PH2-1110	Install 189' of French Drain Between S-8 & S-10	2d	Jun-18-18	Jun-19-18																																													
47	PH2-1120	Install S-10 & 20' of 24" Solid Pipe Between S-8 & S-9	1d	Jun-20-18	Jun-20-18																																													
48	PH2-1130	Install 192' of French Drain Between S-10 & S-13	2d	Jun-21-18	Jun-22-18																																													
49	PH2-1140	Install S-13 & 20' of 24" Solid Pipe Between S-13 & S-12	1d	Jun-25-18	Jun-25-18																																													
50	PH2-1150	Install 54' of French Drain Between S-13 & S-14	1d	Jun-26-18	Jun-26-18																																													

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Summary

ACOSTA TRACTORS INC.

11986 NW 97th Avenue

Hialeah Gardens, FI 33018

SW 100th AVENUE IMPROVEMENTS

FROM BROAD CHANNEL DR TO SW 186TH STREET

TOWN OF CUTLER BAY

#	Activity ID	Activity Name	Orig Dur	Start	Finish	May 2018				June 2018				July 2018				August 2018				September 2018				October 2018				November 2018				December 2018				January 2019																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
						30	07	14	21	28	04	11	18	25	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29	05	12	19	26	01	08	15	22																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
101		PH3-1230	Form & Pour Concrete Curb & Gutter Sta. 110+00 (LT) to 105+00 (LT)	2d	Sep-21-18	Sep-24-18																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		</

