

SECTION 00100
TOWN OF CUTLER BAY
INVITATION TO BID
CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT
ITB # 17-07

The Town of Cutler Bay is requesting bids from qualified proposers to provide Construction Services for the sidewalk connectivity of perimeter streets to increase pedestrian capacity and improve pedestrian safety at Cutler Bay Middle School (19400 Gulfstream Road) 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 September 12, 2017 at 3:00 PM and be clearly marked on the outside, **"ITB #17-07 CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY 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 August 22, 2017 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



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 **September 12, 2017 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

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 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.

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

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 one hundred and twenty (120) 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 one hundred and fifty (150) 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
CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT
TOWN OF CUTLER BAY, FLORIDA**

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. E10182

Bidders Occupational License No. _____

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

Addendum No. 1 Dated: 9-12-17 Addendum No. _____ Dated: _____

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

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

~~N/A~~ Attached hereto is a cashier's check on the _____
_____ Bank of _____
_____ or Bid Bond for the sum of _____
_____ Dollars

(\$ _____), made payable to the Town of Cutler Bay, Florida.

(Name of Bidder) (Affix Seal) L.S.

Signature of Officer L.S.

(Title of Officer) L.S.



ADDENDUM NO. 1

**ITB #17-07
TOWN OF CUTLER BAY
CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY
PROJECT**

Addendum #1 form shall be part of the original ITB #17-07: Cutler Bay Middle School Sidewalk Connectivity Project document and modifies the original ITB as noted below:

REVISION TO ORIGINAL RFP DOCUMENTS BELOW:

"RED"

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CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT

BID DUE DATE & TIME

**Tuesday, September 12, 2017
3:00 PM**

CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT

BID DUE DATE & TIME

**Tuesday, September 26, 2017
3:00 PM**

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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 ~~September 12,~~ 2017 at 3:00 PM and be clearly marked on the outside, **"ITB #17-07 CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY 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.

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 September 26, 2017 at 3:00 PM and be clearly marked on the outside, **"ITB #17-07 CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY 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.

Page 5 of 234**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, September 12, 2017~~

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	7/31/2017	9:00 AM
2	<u>Mandatory</u> Pre-Bid Meeting 10720 Caribbean Blvd., Suite 115 Cutler Bay, Florida 33189	8/22/2017	10:00 AM
3	Deadline to Submit Questions	8/29/2017	1:00 PM
4	Deadline to Town Responses to Questions	9/5/2017	5:00 PM
5	Deadline to Submit Bid-Response	9/12/2017	3:00 PM
6	Evaluation of Bid Responses	9/13/2017 to 10/4/2017	8:00 AM to 5:00 PM
7	Announcement of Selected Contractors/Cone of Silence Ends	10/18/2017	7:00 PM

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

3. 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, September 26, 2017

Time: 3:00 PM

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

4. SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/Distribution of ITB & Cone of Silence Begins	7/31/2017	9:00 AM
2	Mandatory Pre-Bid Meeting 10720 Caribbean Blvd., Suite 115 Cutler Bay, Florida 33189	8/22/2017	10:00 AM
3	Deadline to Submit Questions	8/29/2017	1:00 PM
4	Deadline to Town Responses to Questions	9/5/2017	5:00 PM
5	Deadline to Submit Bid-Response	9/26/2017	3:00 PM
6	Evaluation of Bid Responses	9/27/2017 to 10/25/2017	8:00 AM to 5:00 PM
7	Announcement of Selected Contractors/Cone of Silence Ends	11/15/2017	7:00 PM

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

11/1

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All Bids must be received by the Town no later than September 12, 2017 at 3:00 PM.

All Bids must be received by the Town no later than September 26, 2017 at 3:00 PM.

Address: Star Power, Corp
9312 NW 13 ST BAY #7
 City: Doral State: FL, 33172

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

Abel T. Mendez 2135 SW 98 Ave Miami, FL 33165

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

Abel T. Mendez President Star Power, Corp.
Lucy M. Frateski Special Mgr. Star Power, Corp.

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.

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	JTJ Concrete	
Striping	RTJ Striping	

TOWN OF CUTLER BAY
CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT
ITB # 17-07

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.

Town of Cutler Bay						
Cutler Bay Middle Pedestrian Fitness Path and Sidewalk						
From SW 194 Terrace, SW 98 Avenue, SW 193 Street, SW 99 Avenue and SW 191 Street						
FDOT Pay Item No.	BID NO.	Item Description	Quantity	Unit	Avg. Unit Cost	Total Cost
101-1	1	MOBILIZATION	1	LS	\$4120. ⁰⁰	\$4120. ⁰⁰
102-1	2	MAINTENANCE OF TRAFFIC	1	LS	\$4120. ⁰⁰	\$4120. ⁰⁰
104-18	3	INLET PROTECTION	5	EA	\$63. ⁰⁰	\$315. ⁰⁰
110-1-1	4	CLEARING AND GRUBBING	1.21	AC	\$14700. ⁰⁰	\$17787. ⁰⁰
120-1	5	REGULAR EXCAVATION (INCLUDES REMOVAL OF EXIST. CONCRETE)	210	CY	\$26. ⁰⁰	\$5460. ⁰⁰
N/A	6	FURNISH & INSTALL CATCH BASIN (INCLUDES CONCRETE APRON)	1	EA	\$516. ⁷⁰	\$516. ⁷⁰
N/A	7	FURNISH & INSTALL TYPE P DRAINAGE STRUCTURE (WITH SKIMMER)	1	EA	\$2780. ⁰⁰	\$2780. ⁰⁰
443-70-1	8	FURNISH & INSTALL FRENCH DRAIN, 18"	50	LF	\$180. ⁰⁰	\$9000. ⁰⁰
520-1-10	9	CONCRETE CURB & GUTTER, TYPE F	1750	LF	\$21. ⁵⁰	\$37625. ⁰⁰
522-1	10	6-FT CONCRETE SIDEWALK (4")	1988	SY	\$39.45	\$78426. ⁶⁰
522-2	11	6-FT CONCRETE SIDEWALK (6")	50	SY	\$48. ⁷⁰	\$2435. ⁰⁰
527-2	12	DETECTABLE WARNINGS	80	SF	\$28.35	\$2268. ⁰⁰
570-1-2	13	PERFORMANCE TURF - SOD	1717	SY	\$5. ¹⁰	\$8756. ⁷⁰
550-10-230	14	FENCING, TYPE B, 6.1-7.0', STANDARD	40	LF	\$67. ⁰⁰	\$2680. ⁰⁰
N/A	15	FURNISH & INSTALL TREE, LIVE OAK, MIN. 12' HEIGHT, MIN. 8'-9' SPREAD, MIN. 6" CALIPER	2	EA	\$620. ⁰⁰	\$1,240. ⁰⁰
N/A	16	TREE RELOCATION	16	EA	\$300. ⁰⁰	\$4800. ⁰⁰

N/A	17	TREE REMOVAL	8	EA	\$130. ⁰⁰	\$1,040. ⁰⁰
N/A	18	TREE REMOVAL - FRUIT TREES	2	EA	\$130. ⁰⁰	\$260. ⁰⁰
N/A	19	TREE REMOVAL - PINES	2	EA	\$130. ⁰⁰	\$260. ⁰⁰
N/A	20	GRETCHEN BACKED BENCH -LANDSCAPE FORMS	5	EA	\$2280. ⁰⁰	\$11400. ⁰⁰
N/A	21	SCARBOROUGH TRASH RECEPTACLE -BY LANDSCAPE FORMS	5	EA	\$1,500. ⁰⁰	\$7,500. ⁰⁰
N/A	22	FITNESS EQUIPMENT (TO BE INSTALLED BY THE TOWN)	1	LS	BY OTHERS	BY OTHERS
700-1-11	23	SINGLE POST SIGN, F&I GM, <12 SF	2	EA	\$304. ⁰⁰	\$608. ⁰⁰
700-1-60	24	SINGLE POST SIGN, REMOVE	13	EA	\$50. ⁰⁰	\$650. ⁰⁰
700-2-11	25	MULTI- POST SIGN, F&I GM, UP TO 12 SF	2	AS	\$470. ⁰⁰	\$940. ⁰⁰
700-2-12	26	MULTI- POST SIGN, F&I GM, 12-20 SF	1	AS	\$515. ⁰⁰	\$515. ⁰⁰
706-3	27	RETRO-REFLECTIVE PAVEMENT MARKERS (OPTIONAL)	8	EA	\$4. ⁷⁵	\$38. ⁰⁰
710-11-123	28	PAINTED PAVT MARK,STD,WHITE,SOLID, 12" (OPTIONAL)	480	LF	\$1. ⁰⁰	\$576. ⁰⁰
710-11-125	29	PAINTED PAVT MARK,STD,WHITE,SOLID,24" (OPTIONAL)	500	LF	\$2. ⁶⁰	\$1300. ⁰⁰
710-11-160	30	PAINTED PAVT MARK,STD,WHITE, MESSAGE (OPTIONAL)	8	EA	\$55. ⁰⁰	\$440. ⁰⁰
710-11-201	31	PAINTED PAVT MARK,STD,YELLOW, SOLID, 6" (OPTIONAL)	200	LF	\$0. ⁶⁰	\$120. ⁰⁰
711-11-123	32	THERMOPLASTIC, STD, WHITE, SOLID, 12" (OPTIONAL)	480	LF	\$1. ⁶⁰	\$768. ⁰⁰
711-11-125	33	THERMOPLASTIC, STD, WHITE, SOLID, 24" (OPTIONAL)	500	LF	\$3. ⁵⁰	\$1750. ⁰⁰
711-11-160	34	THERMOPLASTIC, STD, WHITE, MESSAGE (OPTIONAL)	8	EA	\$135. ⁰⁰	\$1080. ⁰⁰
N/A	35	THERMOPLASTIC, STD, YELLOW, SOLID, 6" (OPTIONAL)	200	LF	\$0. ⁶⁰	\$120. ⁰⁰
N/A	36	ALLOWANCE	1	LS	\$50,000	\$50,000
GRAND TOTAL					\$	\$262,875. ⁰⁰

GRAND TOTAL IN FIGURES: \$ 262,875.00

GRAND TOTAL WRITTEN: Two hundred sixty two thousand eight hundred seventy five dollars and zero cents

BIDDER: Star Paving, Corp

By: [Signature] - Abel T. Mendez

Title: President

Telephone: 305-463-9030

Fax: 305-463-9080

Bid Item Notes

1. The Bid Form includes mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to 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. A detail of the sign is included in the plans. 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. All Bid Items include all Maintenance of Traffic costs and includes all pedestrian access maintenance as well as any required work zone signs and barricades (temp). All crosswalks and sidewalks shall remain open and free of obstructions. All project trenches must be secured from fall prevention by placing steel plates and barricades during off duty hours. Temporary painting for roadways and crosswalks shall be maintained throughout the project as required.
3. 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.

[SPACE LEFT INTENTIONALLY BLANK]

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Miami-Dade

Abel T. Mendez ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is President of SMR Paving Corp. (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: [Signature]

(Corporate Seal)

Title: President

Subscribed and sworn before me this 29th day of September, 2017, by Abel T. Mendez, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Juan M. Batista
Print Name
My commission expires:

**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: Cutler Bay Middle School Sidewalk
Connectivity Project

Name: Abel T. Mendez

Project Number: ITB #17-07

Firm/Agency: STAR Paving, Corp.

Street Address: 9312 NW 13th St #7 Doral, FL 33172

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.

[SPACE LEFT INTENTIONALLY BLANK]

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

ITB #17-07

CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT

Page 25 of 234

The Contractor, STAR Paving Corp, 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

Abel T. Mendez. President

Date

9/25/17

[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 September, 2017

Notary Public, State of Florida

Lucy M Batista
(Printed Name)

My commission expires: 5/30/2021



[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 Abel T. Mendez President

[Print individual's name and title]

for Star Paving, Corp

[Print name of entity submitting sworn statement]

whose business address is

9312 NW 13th #7

Doral, FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2270057

(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. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.]**

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]**

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

STAR Paving, Corp 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

9/25/17
Date

END OF SECTION

SECTION 00350

CONTRACTOR'S QUESTIONNAIRE

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

By STAR PAVING, CORP

Principal Office 9312 NW 135T #7 DOWAL, FL 33172

How many years has your organization been in business as a General Contractor under your present business name? _____

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? 34 years

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

Federal I.D. No: 59-2270057

Dade County Certificate of Competency (State type and number):
21982

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

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 _____
- (B) As a Sub-Contractor 34
- (C) What contracts has your organization completed? State below:

Contract Amount	Class of Work	When Completed	Name & Address of Owner
\$802,706. ⁴⁰	Paving, drainage, curbs etc	1/9/16	miami Dade County Public Works
\$921,900. ⁰⁰	Paving, drainage, curbs, etc	7/26/17	miami Dade County Public Works.
\$265,000.-	asphalt, curbs, striping, etc	5/25/17	miami Dade Parks.
\$315,000.-	Paving, Curbs, drainage	7/1/17	Cuesta Construction

How many years has your organization, or your sub-contractor had in the actual construction of sidewalks?

34 Years

List the detailed experience below:

<u>Name & tel. number of Owner</u>	<u>Project Name</u>	<u>Date completed</u>
<u>Alfonso Duarte 305-877-3202</u>	<u>DRAINAGE 2014 FL 49</u>	<u>1-9-16</u>
<u>Alfonso Duarte 305-877-3202</u>	<u>DRAINAGE 2015D FL 6</u>	<u>2/26/17</u>
<u>Alex Lozano 305-219-8732</u>	<u>Substyle, Tides</u>	<u>6/30/17</u>

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

N/A

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

If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? NO

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

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

N/A

Give references as to experience, ability and financial standing.

J.C. Mena 305-595-3739 (experience.)
 Odalys Carol 800-432-1000 (Banker)
 Alfonso Morte 305-877-3003 (experience.)

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

See attached list of Equipments.
 all equipments are stored at our yard.

Financial Statement: _____

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

Bank of America
 Florida Community Bank

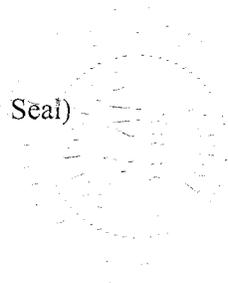
I hereby certify that the above answers are true and correct.

Name of Bidder: STAR Paving, Corp

Signature of Officer: [Signature]

Title of Officer: President.

(Affix Seal)



END OF SECTION

SECTION 00410

BID BOND

"See Attached"

STATE OF FLORIDA)
 SS
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ as Principal, and

_____, as Surety, a

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

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

Florida are held and firmly bound unto the Owner, _____ in

the penal sum of

_____ 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 _____, 2017, for:

**CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY 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.

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 ____ day of _____, A.D., 2017, 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:

Name of Firm

Signature of Authorized (Affix Seal)

Title

Business Address

City, State & Zip Code

WITNESSES:

SURETY:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City, State & Zip Code

Name of Local Insurance Agency

SECTION 00410

BID BOND

STATE OF FLORIDA)

ss

COUNTY OF Miami Dade

KNOW ALL MEN BY THESE PRESENTS, that Star Paving, Corp.

9312 NW 13th Street Unit 7 Miami, Florida 33172 as Principal, and

United States Surety Company, as Surety, a

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

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

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

the penal sum of

Five percent of amount Bid ***** Dollars

(\$ 5%) 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 09/26/2017, 2017, for:

**CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY 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 #17-07

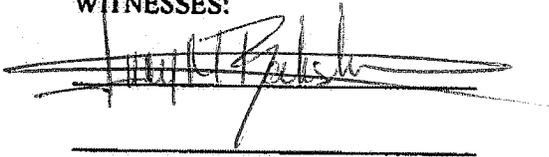
CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT

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 26 day of September, A.D., 2017, 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:

Star Paving Corp
Name of Firm

Signature of Authorized (Affix Seal)
President
Title
9312 NW 13th Street
Business Address
Miami, Fl. 33172
City, State & Zip Code

WITNESSES:

SURETY:

United States Surety Company
Corporate Surety
Attorney-in-Fact (Affix Seal)
20 Aylesbury Rd
Business Address
Timonium MD 21093
City, State & Zip Code
Heacock Insurance Group, LLC
Name of Local Insurance Agency

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Ford W. Heacock, III., Michele Ann Burton

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 26 day of Sept, 2017.

Corporate Seals



Bond No. BBSU12
Agency No. 11642

[Signature]
Michael Chalekson, Assistant Secretary

SECTION 00500

CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY 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 Star Sawing, Corp, a Florida corporation (hereinafter referred to as "Contractor").

WITNESSETH, that Contractor and Town, for the considerations hereinafter named, agree as follows:

ARTICLE 1

SCOPE OF WORK

- 1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the Work described in the Contract Documents including Technical Specifications and Addenda thereto, and in accordance with the Drawings and Specifications prepared by the Town Engineer and shown in Appendix C Project Plans, for the following Project:

CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT

ARTICLE 2

CONTRACT TIME

- 2.1 If awarded, the initial work order will be substantially completed within one hundred and twenty (120) 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 one hundred and fifty (150) 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

TOWN OF CUTLER BAY
ITB #17-07

CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT

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 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. 17-07. 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:

TOWN OF CUTLER BAY
ITB #17-07
CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT
Page 53 of 234

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: Star Pavilion Corp
9312 NW 135T #7
Doral, FL 33172

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 Star Pavilion Corp. (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:

STAR PAVING Corp

(Secretary)

By: _____
(Signature and Title)

(Corporate Seal)

Abeet. Mendez President
(Type Name/Title signed above)

This 4th day of SEPT., 2017.

END OF DOCUMENT

SECTION 00660

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

TO THE TOWN OF CUTLER BAY:

We, Star Paving, Corp, hereby acknowledge and agree that as Contractors for the construction of CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT, TOWN OF CUTLER BAY, FLORIDA, Town Project No. ITB #17-07, 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 STAR PAVING, CORP. failure to comply with such act.

[Signature]
ATTEST

Star Paving, Corp
CONTRACTOR

ATTEST

BY: [Signature]
NAME

9-25-17
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 65 LF @ 2.00 LF

Total \$ 130.⁰⁰

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)

Abel T. Mendez

Name of Authorized Representative (Typed or Printed)

Sworn to and subscribed before me in the State and County first mentioned above on the day of September, 2017. 25th

(affix seal)

Notary Public

My Commission Expires:

END OF SECTION

TOWN OF CUTLER BAY

ITB #17-07

CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E1982

STAR PAVING CORP
D.B.A.:


MENDEZ ABEL T

Is certified under the provisions of Chapter 10 of Miami-Dade County
VALID FOR CONTRACTING UNTIL 09/30/2019

CITY OF DORAL, FLORIDA

8401 Northwest 53rd Terrace
Doral, Florida 33166
(305) 593-6631

MACHINES:
SEATS:
STATE LIC.#:
EMPLOYEES: 10
LICENSE FEE: \$60.00

196ENG ENGINEERING CONTRACTOR

FOR THE PERIOD COMMENCING OCTOBER 1, 2017
AND ENDING SEPTEMBER 30, 2018 LICENSED TO
ENGAGE IN THE FOLLOWING BUSINESS:

STAR PAVING CORP

Business Name:

DBA: 9312 NW 13 ST UNIT 7
DORAL, FL 33172

Address:

NO OUTSIDE STORAGE OR DISPLAYS, DRY USE ONLY.

Conditions:

Chief Licensing Official

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

Attachment "D" (Page 60 of 61)



1143254

BUSINESS NAME/LOCATION
STAR PAVING CORPORATION
9312 NW 13 ST BAY 7
DORAL FL 33172

RECEIPT NO.
NEW
7514962

EXPIRES
SEPTEMBER 30, 2018

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

OWNER
STAR PAVING CORPORATION
C/O ABEL TOMAS MENDEZ PRES
Category(s) 1

SEC. TYPE OF BUSINESS
MMC SPECIALTY ENGINEERING CONTRACTOR
E1982

PAYMENT RECEIVED
BY TAX COLLECTOR
\$175.00 08/16/2017
FPPU06-17-016592

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

000409

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



1143254

BUSINESS NAME/LOCATION
STAR PAVING CORPORATION
9312 NW 13 ST BAY 7
DORAL FL 33172

RECEIPT NO.
RENEWAL
1143254

EXPIRES
SEPTEMBER 30, 2018

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

OWNER
STAR PAVING CORPORATION
C/O ABEL TOMAS MENDEZ PRES
Worker(s) 10

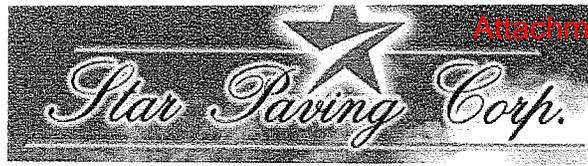
SEC. TYPE OF BUSINESS
196 SPECIALTY ENGINEERING CONTRACTOR
E1982

PAYMENT RECEIVED
BY TAX COLLECTOR
\$45.00 08/16/2017
FPPU06-17-016592

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



25 Years Experience
Licensed & Insured

Tel: 305-463-9030
Fax: 305-463-9080
starpaving@aol.com

9312 NW 13 ST Bay #7 Doral, Fl 33172

CUTLER BAY MIDDLE SCHOOL SIDEWALK CONNECTIVITY PROJECT

RFP # ITB 17-07

Contractor's Home office Organizational/Project Chart

