

SECTION 00300

**PROPOSAL
TOWNWIDE BUS SHELTERS PHASE I
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. 7245384

Bidders Occupational License No. CGC1520461

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

Addendum No. 1 Dated: 06/06/17 Addendum No. _____ Dated: _____

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

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

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.

Stone Concept Miami, Inc. L.S.
(Name of Bidder) (Affix Seal)

Ans Samf L.S.
Signature of Officer

Vice President L.S.
(Title of Officer)

Address: 1239 Robin aveCity: Miami Springs State: FL

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

Ali Sarrafi - Stone Concept Miami

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

Ali Sarrafi

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
Bus shelters Installation	tequesta Constauction	
Concrete	SFL	18550 SW 21st St Miami, FL 33187



ITB # 17-04
TOWN OF CUTLER BAY
TOWNWIDE BUS SHELTERS PHASE I

**TOWN RESPONSES TO QUESTIONS
ASKED DURING "MANDATORY" PRE-BID MEETING
AND RECEIVED PRIOR TO THE JUNE 6, 2017 DEADLINE**

Question #1 Is there an estimated budget for this?

Answer: The Town has budgeted \$500,000 for the Townwide Bus Shelters Phase I Project.

Ans Sam L.

END OF DOCUMENT

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 20th day of June, 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)

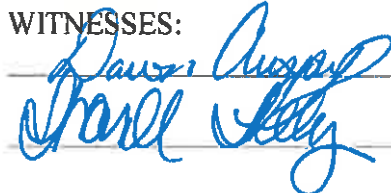
WITNESSES:

PRINCIPAL:

Stone Concept Miami, Inc.
Name of Firm

Signature of Authorized (Affix Seal)

Title
1239 Robin Avenue
Business Address
Miami Springs, FL 33166
City, State & Zip Code

WITNESSES:


SURETY:

United States Fire Insurance Company
Corporate Surety


Attorney-in-Fact (Affix Seal) Warren M. Alter

305 Madison Avenue
Business Address
Morristown, NJ 07962
City, State & Zip Code

Alter Surety Group, Inc.
Name of Local Insurance Agency

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

Attachment "D" (Page 7 of 27)

00952429518

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Warren M. Alter, David T. Satine

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2018.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of June 20 17

UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President



**TOWN OF CUTLER BAY
TOWNWIDE BUS SHELTERS PHASE I
ITB # 17-04**

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.

The following table lists the Summary of Work required for each location as shown on the bid plans. The lump sum price shall include all work as noted on this Summary of Work and as shown on the plans.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Location 1: Clearing and Grubbing (including demolition/removal of existing bus bench, as required. All benches to be provided to the Town of Cutler Bay); Large Bus Shelter complete (including all required site preparation, grading, fill, foundations, structural, roof, column cladding, benches, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Fence modifications/additions; Landscaping as shown on the plans; Irrigation modifications as shown on the plans; Relocate existing bus stop sign;	1	L.S.	\$ 50,854.20	\$ 50,854.20
2	Location 2: Clearing and Grubbing (including demolition/removal of existing bus bench. All prefabricated bus shelter items and benches to be provided to the Town of Cutler Bay); Removal of existing sidewalk as shown on the plans; Bus Shelter complete (including all required site preparation, grading, fill, foundations, structural, roof, column cladding, bench, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Relocate existing bus stop sign; <u>45</u> square feet of new 6" concrete sidewalk (including detectable warning surface where required, compaction, adjacent restoration, testing, etc.); <u>35</u> linear feet of type 'F' curb and gutter.	1	L.S.	\$ 41,579.40	\$ 41,579.40

3	Location 3: Clearing and Grubbing (including demolition/removal of existing bus shelter, bus bench, existing slab, foundations, etc., as required. All prefabricated bus shelter items and benches to be provided to the Town of Cutler Bay); Removal of existing sidewalk as shown on the plans; Bus Shelter complete (including all required site preparation, grading, fill, foundations, structural, roof, column cladding, bench, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Relocate existing bus stop sign; <u>120</u> square feet of New 6" concrete sidewalk (including detectable warning surface where required, compaction, adjacent restoration, testing, etc.).	1	L.S.	\$39,176.86	\$39,176.86
4	Location 4: Clearing and Grubbing; Bus Shelter complete (including all required site preparation, grading, fill, foundations, structural, roof, column cladding, bench, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Relocate existing bus stop sign.	1	L.S.	\$35,111.93	\$35,111.93
5	Location 5: Clearing and Grubbing (including demolition/removal of existing bus shelter, bus bench, existing slab, foundations, etc., as required. All prefabricated bus shelter items and benches to be provided to the Town of Cutler Bay); Removal of existing sidewalk as shown on the plans; Bus Shelter complete (including all required site preparation, grading, fill, foundations, structural, roof, column cladding, bench, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Relocate existing bus stop sign; <u>145</u> square feet of New 6" concrete sidewalk (including detectable warning surface where required, compaction, adjacent restoration, testing, etc.).	1	L.S.	\$39,837.18	\$39,837.18
6	Location 6: Clearing and Grubbing (including demolition/removal of existing bus bench, benches to be provided to the Town of Cutler Bay); Bus Shelter complete (including all required site preparation, grading, fill, foundations, structural, roof, column cladding, bench, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Relocate existing bus stop sign.	1	L.S.	\$35,111.93	\$35,111.93

7	Location 7: Clearing and Grubbing (including demolition/removal of the two (2) existing bus shelter, bus bench, existing slab, foundations, etc., as required. All prefabricated bus shelter items and benches to be provided to the Town of Cutler Bay); Removal of existing sidewalk as shown on the plans (2 locations); Bus Shelter complete (including all required site preparation, grading, fill, foundations, structural, roof, column cladding, bench, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Relocate existing bus stop sign; <u>120</u> square feet of New 6" concrete sidewalk (including detectable warning surface where required, compaction, adjacent restoration, testing, etc.).	1	L.S.	\$43,740.90	\$43,740.90
8	Location 8: Clearing and Grubbing (including demolition/removal of existing bus bench, etc., as required. All benches to be provided to the Town of Cutler Bay); Bus Shelter complete (including all required site preparation, grading, fill, foundations, structural, roof, column cladding, bench, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Relocate existing bus stop sign; <u>60</u> square feet of New 6" concrete sidewalk (including detectable warning surface where required, compaction, adjacent restoration, testing, etc.).	1	L.S.	\$40,924.40	\$40,924.40
9	Location 9: Clearing and Grubbing (including demolition/removal of existing bus bench, etc., as required. All benches to be provided to the Town of Cutler Bay); Bus Shelter complete (including all required site preparation, grading, fill, foundations, structural, roof, column cladding, bench, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Relocate existing bus stop sign; <u>50</u> square feet of New 6" concrete sidewalk (including detectable warning surface where required, compaction, adjacent restoration, testing, etc.).	1	L.S.	\$40,924.40	\$40,924.40

10	Location 10: Clearing and Grubbing (including demolition/removal of existing bus bench, etc., as required. All benches to be provided to the Town of Cutler Bay); Bus Shelter complete (including all required site preparation, grading, fill, foundations, structural, roof, column cladding, bench, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Relocate existing bus stop sign; <u>45</u> square feet of New 6" concrete sidewalk (including detectable warning surface where required, compaction, adjacent restoration, testing, etc.).	1	L.S.	\$ <u>40,924.40</u>	\$ <u>40,924.40</u>
11	Location 11: Clearing and Grubbing (including demolition/removal of existing bus bench, etc., as required. All benches to be provided to the Town of Cutler Bay); Bus Shelter complete (including all required site preparation, grading, fill, foundations, structural, roof, column cladding, bench, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Relocate existing bus stop sign; <u>45</u> square feet of New 6" concrete sidewalk (including detectable warning surface where required, compaction, adjacent restoration, testing, etc.).	1	L.S.	\$ <u>40,924.40</u>	\$ <u>40,924.40</u>
12	Allowances	1	L.S.	\$ 75,000	\$ 75,000

GRAND TOTAL IN FIGURES:

\$ 524,110.00

GRAND TOTAL WRITTEN:

Five hundred twenty four
thousands one hundred and tenBIDDER: Stone Concept Miami IncBy: Ali SarrafiTitle: Vice PresidentTelephone: 786-337-3425

Fax: _____

The following table lists bid items for Future and/or Optional Work Orders.					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	<p>Bus Shelter Floor Plan 1: Bus Shelter complete (including all required clearing and grubbing of landscaping, site preparation, grading, fill, foundations, structural, roof, column cladding, bench, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Relocate existing bus stop sign;</p> <p>Exact Location to be determined at a later date.</p> <p>It is the intent of the Town to award a minimum of four (4) bus shelters at one time.</p>	1	L.S.	\$ 50,854.20	\$ 50,854.20
2	<p>Bus Shelter Floor Plan 2: Bus Shelter complete (including all required clearing and grubbing of landscaping, site preparation, grading, fill, foundations, structural, roof, column cladding, benches, trash receptacle, bicycle bollard, etc., and restoration as shown on the plans); Relocate existing bus stop sign;</p> <p>Exact Location to be determined at a later date.</p>	1	L.S.	\$ 39,176.88	\$ 39,176.88
3	Solar Powered lights as shown in the specification sheet in Appendix D	1	EA.	\$ 1,500.00	\$ 1,500.00
4	<p>Demolition/removal of existing bus shelter, bus bench, sign, existing slab, foundations, etc., as required. All prefabricated bus shelter items and benches to be provided to the Town of Cutler Bay;</p> <p>Exact location to be determined at a later date.</p>	1	L.S.	\$ 15,000.00	\$ 15,000.00
5	New 6" concrete sidewalk (including detectable warning surface where required, compaction, adjacent restoration, testing, etc.).	1	S.F.	\$ 35.00	\$ 35.00
6	Type 'F' Curb and gutter	1	L.F.	\$ 51.00	\$ 51.00

GRAND TOTAL IN FIGURES:

\$ 106,620.00

GRAND TOTAL WRITTEN:

one hundred six thousands
six hundred twenty dollars.

BIDDER:

Stone Concept Miami Inc

By:

Ali Sarrafi

Title:

Vice President

Telephone:

786-337-3425

Fax:

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NON-COLLUSION AFFIDAVIT

STATE OF FL
COUNTY OF Miami Dade

Ali Sarrafi ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is Vice President of Stone Concept, (the "Bidder") and has submitted the attached Bid; Miami Inc
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: Ali Sarrafi

Title: Vice President



(Corporate Seal)

Subscribed and sworn before me this 19 day of June, 2017, by Ali Sarrafi, who is personally known to me or has produced _____ as identification.

Ravinder Kaur
Notary Public

Ravinder Kaur
Print Name

My commission expires: May 18, 2020



**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:

Ali Sarrafi

Project Name:

Townwide Bus shelters phase I

Name:

Ali Sarrafi

Project Number:

17-04

Firm/Agency:

Stone Concept Miami Inc

Street Address:

1239 Robin ave Miami Springs FL 33166

CFR 24.510 & 24 CFR, Part 24, Appendix A

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}.

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

Signature of Contractor's Authorized Official

Ali Sarrafi

Name and Title of Contractor's Authorized Official

Ali Sarrafi, Vice President

Date 06/19/17

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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 Stantec. 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: Ani Samhi
Title: Vice President

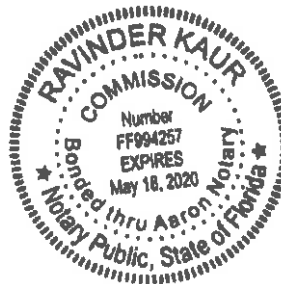
Sworn and subscribed before this

19 day of June, 2017

Ravinder Kaur
Notary Public, State of Florida

Ravinder Kaur
(Printed Name)

My commission expires: May 18, 2020



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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 Ati Sarraf, Vice President

[Print individual's name and title]

for Stone Concept Miami Inc

[Print name of entity submitting sworn statement]

whose business address is

1239 Robin ave

Miami Springs FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2363215

(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]**

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

Ali Sarraf

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 19 day of june, 2017.

Personally known Ali Sarraf

OR produced identification _____ Notary Public – State of FL

_____ My commission expires May 18, 2020
(type of identification)

Ravinder Kaur

(Printed, typed or stamped Commissioned name notary public)



[SPACE LEFT INTENTIONALLY BLANK]

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that
Stone Concept Miami Inc does:
(Name of Business)

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

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

Au Samh-
Proposers Signature

06/19/17
Date

END OF SECTION

SECTION 00350**CONTRACTOR'S QUESTIONNAIRE**

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

By Stone Concept Miami IncPrincipal Office 1239 Robin ave Miami Springs FL 33166How many years has your organization been in business as a General Contractor under your present business name? 12Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? yes

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

CGC 1520461 - certified general contractorFederal I.D. No: 20-2363215

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

7245384 - general building contractor

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 4
- (B) As a Sub-Contractor 8
- (C) What contracts has your organization completed? State below:

Contract Amount	Class of Work	When Completed	Name & Address of Owner
\$2.1 M	Renovation	2015	MDPH
\$1.3 M	Build out	2016	City of Coral Gables
\$1.0 M	service contract	2014	MDAD
\$600K	Renovation	2013	MWDC

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

3 Years

List the detailed experience below:

<u>Name & tel. number of Owner</u>	<u>Project Name</u>	<u>Date completed</u>
<u>Raonel 786-469-5328</u>	<u>Miami Dade transit</u>	<u>2015</u>
<u>Jeff 305-495-7544</u>	<u>Barry university</u>	<u>2016</u>
<u> </u>	<u> </u>	<u> </u>

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

NO

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

If so, where and why? N/A

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

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

N/A

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

only construction

Give references as to experience, ability and financial standing.

Available upon request

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

Available upon request

Financial Statement: Available upon request

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

chase

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

(Affix Seal)

Name of Bidder: Ali Sarrafi

Signature of Officer: Ali Sarrafi

Title of Officer: Vice President

END OF SECTION

SECTION 00660

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

TO THE TOWN OF CUTLER BAY:

We, Stone Concept Miami Inc, hereby acknowledge and agree that as Contractors for the construction of TOWNWIDE BUS SHELTERS PHASE I, TOWN OF CUTLER BAY, FLORIDA, Town Project No. ITB #17-04, within the limits of the Town of Cutler Bay, Florida, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the Town of Cutler Bay, and its Consulting Engineers against any and all legal liability or loss the Town, or the Engineer may incur due to _____

_____ failure to comply with such act.


ATTEST


CONTRACTOR

ATTEST

BY: Ati Sarrafi
NAME

06/19/17
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

N/A

Total \$

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)

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 _____, 2017.

(affix seal)

Notary Public

My Commission Expires:

END OF SECTION