

SECTION 100
NOTICE OF BID INVITATION

TOWN OF CUTLER BAY
INVITATION TO BID
FRANJO PARK ATHLETIC FIELD(S) LIGHTING
ITB # 18-06

The Town of Cutler Bay is requesting bids from qualified proposers to provide an athletic field(s) lighting improvement project for the Town of Cutler Bay. Interested proposers should visit the Town's website at www.cutlerbay-fl.gov to obtain the Invitation to Bid package. **Women/Minority Owned and Emerging Small Businesses are invited to submit bids on this project.** Bid Packages may also be picked up during normal business hours at the office of the Town Clerk, Debra E. Eastman, MMC, 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 Friday, February 1, 2019 at 2:00 PM** and be clearly marked on the outside, "**ITB # 18-06 FRANJO PARK ATHLETIC FIELD(S) LIGHTING**", by Debra E. Eastman, MMC, 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 Friday, January 11, 2019 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.

Women/Minority Owned and Emerging Small Businesses are invited to submit bids on this project.

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

Sincerely,

Rafael G. Casals
Town Manager

SECTION 500
CONSTRUCTION CONTRACT

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

WITNESSETH

WHEREAS, the Town solicited bids for the construction of _____ ("Project") through Invitation To Bid No. 18-06; and

WHEREAS, the Contractor responded to the Town's solicitation by submitting its bid ("Bid"), attached and incorporated hereto as Exhibit "A"; and

WHEREAS, after review and consideration of all submitted bids, the Town Manager recommended the Contractor to _____ (the "Work") for the Project; and

WHEREAS, on _____, pursuant to Resolution No. **-**, attached and incorporated hereto as Exhibit "B", the Town Council approved the Contractor to perform the Work and authorized the Town to contract with the Contractor to perform the Work for the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

ARTICLE 1
SCOPE OF WORK

- 1.1 Contractor shall perform the Work as set forth in the Bid attached hereto as Exhibit "A" and incorporated herein by reference.
- 1.2 Contractor shall perform all necessary tasks in order to complete the Work.
- 1.3 All Work under this Agreement shall be in an amount not to exceed \$*****. Contractor bears the risk and responsibility that compensation may not be amended due to delay or extensions of time.

ARTICLE 2

TERM

- 2.1 The initial work order will be substantially completed, as determined by the Town, within one hundred twenty (120) calendar days. The Work shall commence within thirty (30) calendar days of the Effective Date of this Contract. The Work shall be completed and ready for Final Payment in accordance with section 14.7 of the General Conditions, attached hereto and incorporated herein as Exhibit "C" ("General Conditions"). The Town may allow extended daily working hours and work on weekends if requested by Contractor with advanced notice and approved by the Town in writing.

ARTICLE 3

BENCHMARKS AND REMEDIES FOR BREACH

- 3.1 Contractor shall be instructed to commence each phase of the Work as specified in the written form of a Notice to Proceed ("Notice to Proceed") issued by the Town Manager. Contractor acknowledges and agrees that the Town shall have no obligation to issue a Notice to Proceed for the Work or any portion thereof. Each Notice to Proceed issued by the Town will provide for a commencement date for the Work, or a portion thereof, and required completion dates for the Work, or portion thereof, including Substantial Completion, as defined in section 1.1(45) of the General Conditions, and final completion dates. A Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and execution of this Contract.
- 3.2 Contractor and Town agree time is of the essence for performance of this Contract. The Work, or any portion thereof, shall not commence until the date specified in the Notice to Proceed. The Work, or any portion thereof, shall achieve Substantial Completion and final completion, as determined in the sole discretion of the Town, within the number of calendar days specified in the applicable Notice to Proceed. The Contractor shall prosecute all Work with faithfulness and diligence.
- 3.3 Upon failure of Contractor to substantially complete the Contract within the Term, or portion of Work within the specified period of time of the applicable Notice to Proceed, 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 to Proceed for Substantial Completion. After Substantial Completion, in the event Contractor fails to complete the remaining Work within the time specified in the Notice to Proceed for final completion and readiness for final payment, then 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 (collectively "Liquidated Damages") to Town for its inability to obtain full beneficial occupancy and use of the Project.

- 3.4 Recognizing the impossibility of ascertaining the precise amount of damages that will be sustained by Town as a consequence of such delay, Liquidated Damages are hereby fixed and agreed upon between the parties. The parties have agreed upon on Liquidated Damages to obviate any question or dispute regarding the amount of damages and costs and effect of Contractor's failure to complete the Work within the applicable timeframe. 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 To Proceed.
- 3.5 The Contractor hereby agrees that the Town is authorized to deduct the Liquidated Damages from monies due to Contractor for the Work pursuant to this Contract. In the event that the amount of Liquidated Damages due to the Town by Contractor exceeds the payment or monies due to the Contractor pursuant to this Contract, the Contractor shall be liable and shall immediately, upon demand by Town, make payment to the Town in the amount of said excess.

ARTICLE 4

CONTRACT PRICE

- 4.1 Pursuant to a Notice to Proceed, the Town shall pay to the Contractor for the performance of the Work, or any portion thereof, completed for the prior month based on the Unit Pricing as set forth in Exhibit A, subject to the conditions, limitations, and restrictions of Section 4.4 herein and in accordance with the General Conditions. 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 the applicable Notice To Proceed and in full conformity with the requirements as stated or shown, or both, in the Plans and Specifications, as defined in the General Conditions.
- 4.2 The sum set forth in Section 4.1 shall constitute the Contract Price which shall not be modified except by a Change Order issued by the Town or as otherwise specified herein.
- 4.3 The Contract Price may be adjusted by the Town pursuant to section 12 of the General Conditions. The Town has no obligation to adjust the Contract Price as Contractor bears the risk that the Contract Price does not exceed the amount as stated in Article 1 of this Contract.
- 4.4 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 are available, appropriated, 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, grants, or proceeds necessary for the accomplishment of this Project pursuant to a duly authorized Town borrowing enabling ordinance and any loan implementing resolution, or acceptance resolution, adopted by the Town Council as described in the Town Council resolution which awards and authorizes the execution of this Contract.

BIDDER: Electrical Contracting Service Inc
By: Charles Floyd
Title: President
Telephone: 305-556-0041 Fax: N/A

Bid Item Notes

1. All Bid Items include all necessary advanced explorations to verify and determine existing site/utility information, material, and locations where conflicts with the proposed work may occur (soft digs). 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.
2. Contractor shall notify the Engineer if an apparent error or omission is discovered in the contract documents. The Engineer will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the contract documents.
3. The contingency will be used only under previous approval by the Town and after negotiations of price and scope for any additional work as required or requested by the Town.

[SPACE LEFT INTENTIONALLY BLANK]

BASE BID FORM

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. 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 therefore.

ITEM	DESCRIPTION	QNTY	UNIT	UNIT PRICE	AMOUNT
1	General Conditions including Mobilization/Demobilization, bonds, insurance, etc.	1	L.S.	\$ 10,000-	\$ 10,000-
2	Furnish and install all required conduit and wiring as shown on the plans and specifications.	1	L.S.	\$ 20,000-	\$ 20,000-
3	Remove existing wood pole and furnish and install new sports lighting pole. Price shall include fully engineered structural calculations for the new poles.	4	EA.	\$ 40,000-	\$ 160,000-
4	Remove existing lighting components and furnish and install all new lighting components on new or existing poles as shown on the plans and specifications (includes parking lot lighting and batting cage lighting as shown on the plans.)	15	EA.	\$ 15,000-	\$ 225,000-
5	Furnish and install all miscellaneous electrical equipment, controls, panels, etc. as shown on the plans and specifications.	1	L.S.	\$ 42,405-	\$ 42,405-
6	Allowances	1	L.S.	\$100,000	\$100,000

GRAND TOTAL IN FIGURES: \$ 557,405-

GRAND TOTAL WRITTEN: _____

Five Hundred Fifty Seven Thousand Four Hundred
and Five Dollars no cents

SECTION 300
PROPOSAL

FRANJO PARK ATHLETIC FIELD(S) LIGHTING
TOWN OF CUTLER BAY

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

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

The Bidder certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

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

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

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

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

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

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

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

Excess Liability	Combined Single Limit BI/PD	\$ <u>4,000,000</u> Aggregate
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Other _____

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

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

Date 1/30/19

(SEAL) _____

Insurance Company

Issued at _____

Authorized Representative

Insurance Agent or Company

Send original and one copy to:

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

END OF SECTION

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/30/2019

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

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

PRODUCER Risk Strategies Company 3250 N. 29th Ave Hollywood, FL 33020	CONTACT NAME: PHONE (A/C, No, Ext): 954-963-6666 E-MAIL ADDRESS: aiucerts@risk-strategies.com	FAX (A/C, No): 954-963-9776
	INSURER(S) AFFORDING COVERAGE	
INSURED Electrical Contracting Service, Inc. 2375 West 77 Street Hialeah FL 33016	INSURER A: Gemini Insurance Company	
	INSURER B: Commerce and Industry Insurance	
	INSURER C: Phoenix Insurance Company	
	INSURER D: American Zurich Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 46816253**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	VGGP003035	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA9053R96718SEL	9/17/2018	9/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Personal Injury Protect \$ 10,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU027547996	3/26/2018	3/26/2019	EACH OCCURRENCE \$ 4000000 AGGREGATE \$ 4000000 Excess over GL & Auto \$ PER STATUTE OTH-
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Equipment Floater Rented/Leased Equipment Deductibles			45471364	1/1/2019	1/1/2020	\$392,346 Covered Equip \$250,000 Aggregate \$1,000 AOP

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

License # EC13005149

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: ELECO1

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Risk Strategies Company		NAMED INSURED Electrical Contracting Service, Inc. 2375 West 77 Street Hialeah FL 33016
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)**HOLDER:** Town of Cutler Bay**ADDRESS:** 10720 Caribbean Blvd., Ste 105 Cutler Bay FL 33189

Certificate Holder is included as Additional Insured under General Liability Policy when required by written contract per End #CG2010(04/13) and End #CG2037(04/13) on a Primary and Non-Contributory basis per End #CG2001 (04/13). Blanket Waiver of Subrogation applies in favor of certificate holder under General Liability Policy as required by written contract per End #CG2404(05/09). Blanket Additional Insured and Waiver of Subrogation apply to Commercial Auto Policy as required by written contract per End #CAF079(04/07).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2019

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

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

PRODUCER SUNZ Insurance Solutions, LLC ID: (Decision HR) c/o Decision HR 11101 Roosevelt Blvd N Saint Petersburg, FL 33716	CONTACT NAME: Cortney Horn	FAX (A/C, No, Ext):	
	PHONE (A/C, No, Ext): 888-828-5511	E-MAIL ADDRESS: Certs@DecisionHR.com	
INSURED Decision HR Holdings Inc. 11101 Roosevelt Blvd. N. Saint Petersburg FL 33716	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Wisconsin Insurance Company		29157
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 46816094

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC518-00001-018	6/1/2018	6/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Electrical Contracting Service
Effective date: 1/1/2018

CERTIFICATE HOLDER

151141
Town of Cutler Bay
10720 Caribbean Blvd, Suite 105
Cutler Bay FL 33189

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rick Leonard

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Attached hereto is a cashier's check on the N/A
N/A Bank of N/A
 or Bid Bond for the sum of Forty Thousand Dollars
 (\$ 40,000-), made payable to the Town of Cutler Bay, Florida.

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

U M L.S.
 Signature of Officer

President L.S.
 (Title of Officer)

Address: 2375 West 77 Street
 City: Hialeah State: FL 33016

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

Charles H. Floyd - President
12101 Tara Drive Plantation FL 33325

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

Charles Floyd

SECTION 400
BID BOND

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

KNOW ALL MEN BY THESE PRESENTS, that Electrical Contracting Service Inc

_____ as Principal, and

NGM Insurance Company

_____, as Surety, a

Corporation chartered and existing under the laws of the State of Florida, with its principal offices in the City of Jacksonville, Fl, 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 5% of bid not to exceed forty thousand Dollars (\$10,000

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 Feb 1, 2019, for:

FRANJO PARK ATHLETIC FIELD(S) LIGHTING
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 1 day of Feb, 2019, 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:

Electrical Contracting Service Inc

Name of Firm


Signature of Authorized (Affix Seal)
Pres

Title

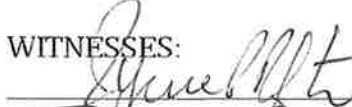
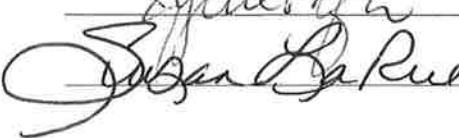
2375 W 77 St

Business Address

Haileah FL 33016

City, State & Zip Code

WITNESSES:

SURETY:

NGM Insurance Company

Corporate Surety

Harvey Sheldon

Attorney-in-Fact (Affix Seal)

3250 N 29 Ave

Business Address

Hollywood FL 33020

City, State & Zip Code

RSC Insurance Brokerage

Name of Local Insurance Agency



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03007705

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **A Hadi Farid, Charlotte Floyd, Harvey Sheldon** _____

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

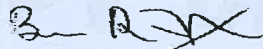
and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:


Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, depose and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.





Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

1 day of FEB, 2019.



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



SECTION 350
CONTRACTOR'S QUESTIONNAIRE

QUALIFICATION STATEMENT

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

By Electrical Contracting Service Inc

Principal Office 2375 West 77 Street Hialeah FL 33016

How many years has your organization been in business as a General Contractor under your present business name? 34

Does 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):
Chapter 489 ECL3005149 Electrical Contractor

Federal I.D. No: 59-2552102

Dade County Certificate of Competency (State type and number):
Electrical Contractor 1447937

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

Please include copies of above licenses and certifications with proposal.

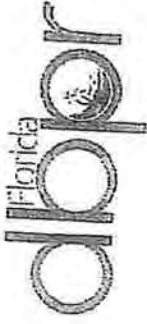
How many years of experience in similar work has your organization had?

- Electrical
- (A) As a General Contractor 30
- (B) As a Sub-Contractor _____
- (C) What contracts has your organization completed? State below:

Contract Amount	Class of Work	When Completed	Name & Address of Owner
427,840-	Sport Lighting Central & Sunset Parks	JAN 2019	City Plantation 9151 NW 2nd Street
305,780-	Remo + install new Lit. Poles @ Lakeside Pk	Oct 2018	City Coconut Creek 4800 W. Copas Road
245,360-	3 Parks New Lighting conduit wire etc	May 2018	City North Lauderdale 701 SW 71 Ave

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FLOYD, CHARLES HERSHEL JR

ELECTRICAL CONTRACTING SERVICE, INC.
2375 WEST 77TH STREET
HIALEAH FL 33016

LICENSE NUMBER: EC13005149

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL, -DO NOT PAY



1447937

BUSINESS NAME/LOCATION
 ELECTRICAL CONTRACTING
 SERVICE INC
 2375 W 77TH ST
 HIALEAH, FL 33016

RECEIPT NO.
 RENEWAL
 1447937

EXPIRES
 SEPTEMBER 30, 2019

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

OWNER
 ELECTRICAL CONTRACTING SVC
 INC
 C/O CHARLES H FLOYD JR PRES
 Worker(s) 2

SEC. TYPE OF BUSINESS
 196 ELECTRICAL
 CONTRACTOR
 EC13005149

**PAYMENT RECEIVED
 BY TAX COLLECTOR**
 56.25 01/22/2019
 CREDITCARD-19-027360

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





City of Hialeah
Business Tax Receipt

2018-19

Mayor Carlos Hernandez

No: **238210-84**

(OLD-1731-68)

Amount: \$ 150.00

The person, firm or corp. listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner: ELECTRICAL CONTRACTI

Type of Business: Electrical Contractors and Other Wiring Installation Contractors

ELECTRICAL CONTRACTING SERVICE, INC.
2375 W 77 ST
HIALEAH, FL 33016

Business Location:

2375 W 77 ST

Validating No. : 0000

Expires September 30, 2019

THIS IS NOT A BILL

How many years has your organization, or your sub-contractor, had in athletic field(s) lighting improvements?

30 Years

List the detailed experience below:

Name & tel. number of Owner	Project Name	Date completed
City Plantation 954-585-2360 Judy McBride City Coconut Creek	Central + Sweet PK	1/2019
Lou Itasca 954-448-9154 City Cooper City	Lakeside Park	10/2018
Tim Fleming 954-444-3136	Cooper City PK	11/2018

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?

Anger's Service

Give references as to experience, ability and financial standing.

CSR Construction Numerous Projects ~~Paul~~ Paul paul@CSRHeavy.com
 City Cooper City " " " Tim Flammis TFlammis@coopercityfl.org
 City Plantation " " " Judy McBride JMcBride@plantation.org

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

3- Crawlers Backhoe Elliot Bucket Trucks
 2- Augers Trencher All Equipment is kept
 Lull 105' Lift at our office

Financial Statement: See Attached

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

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

(Affix Seal)

Name of Bidder: Electrical Contracting Service Inc

Signature of Officer: CM

Title of Officer: President

END OF SECTION

11:33 AM

Electrical Contracting Service, Inc.

01/31/19

Profit & Loss

Accrual Basis

January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
601.15 · Fuel Sur-Charge	199.13
601.14 · Auger & Set	3,720.00
601.13 · Auger	293,978.00
601.8 · Crane	237,511.00
601.1 · Contract Sales	2,960,790.96
601.2 · Labor Income	156,697.00
602.0 · Interest Income	59.37
603 · Misc Income	286.00
Total Income	3,653,241.46
Gross Profit	3,653,241.46
Expense	
650.0 · Bond Expense	10,802.00
656.0 · Payroll Expenses	
656.1 · P/R Exp.-Group Ins.	
656.11 · Daniel Oliva	6,109.89
656.10 · Winkler Robert	7,958.31
656.9 · Osorio Louis	9,937.05
656.8 · Munoz Bryan	4,892.73
656.7 · Floyd Charles Jr.	15,887.88
656.4 · Barfield Gerald	5,368.35
656.2 · P/R Expense Group Ins JoAnn	7,314.54
Total 656.1 · P/R Exp.-Group Ins.	57,468.75
656.5 · P/R Exp.-401K Benefits	25,488.42
657.0 · Bonuses	180,750.00
657.5 · P/R Exp.- Gross Wages	458,032.48
Total 656.0 · Payroll Expenses	721,739.65
658.0 · Payroll Taxes	
659.0 · P/R Exp.-FUTA/SUTA/SS	49,154.67
Total 658.0 · Payroll Taxes	49,154.67
675.0 · Subcontractors-Recovery	
675.1 · Subs - Auger	350,993.10
675.2 · Subs - Crane	26,379.97
675.3 · Subs - Concrete	88,426.75
675.6 · Subs - Cutting Concrete	11,687.50
675.9 · Contract labor	23,981.50
675.90 · Boring	23,500.00
675.92 · Cleanup	56,484.57
675.0 · Subcontractors-Recovery - Other	1,360.00
Total 675.0 · Subcontractors-Recovery	582,813.39
693.5 · Tools & Machinery	3,664.89
701 · Purchases	
701.1 · Tiger Mud	1,726.05
702 · Purchases - Other	
702.1 · Misc Exp Charles	
99 Costa Bravo LLC	534.00
Quitman 256 LLC	2,131.72
Total 702.1 · Misc Exp Charles	2,665.72
702 · Purchases - Other - Other	152,363.19
Total 702 · Purchases - Other	155,028.91

11:33 AM

Electrical Contracting Service, Inc.

01/31/19

Profit & Loss

Accrual Basis

January through December 2018

	Jan - Dec 18
703 · Purchases - Light Fixtures	527,666.14
704 · Purchases - Switch Gear	9,535.64
705 · Purchases - Poles	134,277.50
706 · Purchases - Wire	21,691.72
707 · Purchases - Conduit	16,304.67
708 · Purchases - Freight In	20,809.35
710 · Sales Tax	43,864.59
701 · Purchases - Other	32.38
Total 701 · Purchases	930,936.95
851 · Accounting & Legal	9,075.00
852 · Alarm & Security	845.30
853 · Auto - Fuel	
853.10 · Fuel Dan	2,949.40
853.65 · Troy	2,565.99
853.8 · Tolls	4,840.90
853.6 · Victor	1,584.99
853.4 · Bryan	2,414.76
853.3 · Rob	7,215.28
853.2 · JoAnn	2,222.19
853.1 · Chuck	6,806.77
853 · Auto - Fuel - Other	31,899.90
Total 853 · Auto - Fuel	62,500.18
854 · Auto - Maint	
854.4 · Charles & Chuck Trucks	2,910.09
854.3 · Service Vans	7,882.29
854.2 · Cranes	36,801.38
854.1 · Auger Repair	105,241.69
854 · Auto - Maint - Other	55,247.83
Total 854 · Auto - Maint	208,083.28
866 · Promotion	214.00
879 · Donations	1,195.00
880 · Dues & Subscriptions	6,964.87
881 · Education	411.28
882 · Plans & Drafting	1,800.00
883 · Equipment Rental	
883.1 · Equipment Rental Crane	43,531.69
883.2 · Trailers/Storage	14,882.96
883 · Equipment Rental - Other	39,893.45
Total 883 · Equipment Rental	98,308.10
884 · Meals & Entertainment	
885 · Travel	4,670.72
884 · Meals & Entertainment - Other	1,595.96
Total 884 · Meals & Entertainment	6,266.68
903 · Bank Service Charges	120.00
904 · Insurance Prop/Cas/W/C	150,814.89
909 · Permits	6,488.01
910 · Licenses & Taxes	1,914.10
911 · Utilities	7,147.69
916 · Misc. Expense	400.00
917 · Office Supplies	3,860.60
918 · Office Expense	
918.1 · Office Remodel	692.51
918 · Office Expense - Other	12,553.87
Total 918 · Office Expense	13,246.38
924 · Postage & Courier	942.88
925 · Professional Fees	2,140.00

11:33 AM

Electrical Contracting Service, Inc.

01/31/19

Profit & Loss

Accrual Basis

January through December 2018

	Jan - Dec 18
927 · Payroll Services	5,272.82
928 · Rent	32,075.00
929 · Repairs & Maintenance	6,645.12
941 · Telephone	7,373.59
Total Expense	2,933,216.32
Net Ordinary Income	720,025.14
Net Income	720,025.14

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 Charles Floyd President
 [Print individual's name and title]
 for Electrical Contracting Service Inc
 [Print name of entity submitting sworn statement]

whose business address is

2375 West 77 Street
Hialeah, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2552102

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

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

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**
- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

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

AM
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 1 day of Feb, 2019.

☒ Personally known OR produced identification [known]
(type of identification)

Joann Morales Sastogne
Notary Public

Joann Morales Sastogne
(Printed Name)

State of Florida at Large (Seal)



My commission expires: _____

[SPACE LEFT INTENTIONALLY BLANK]

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. EC 13065149

Bidders Occupational License No. 1447937

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

Addendum No. 1 Dated: ? Added Addendum No. _____ Dated: _____

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

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



ADDENDUM NO. 1

ITB # 18-06

TOWN OF CUTLER BAY

FRANJO PARK ATHLETIC FIELD(S) LIGHTING PROJECT

Addendum #1 form shall be part of the original ITB #18-06: Franjo Park Athletic Field(s) Lighting Project document and modifies the original ITB as noted below:

REVISION TO ORIGINAL ITB DOCUMENTS BELOW:

"RED"

Page 7 of 190

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.

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) Certification Regarding Lobbying;** **12) Contractor's Questionnaire;** **13) Drug Free Workplace form;** and **14) a Corporate Resolution** evidencing authorization to submit Bid, if applicable.

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: CM
 Title: President

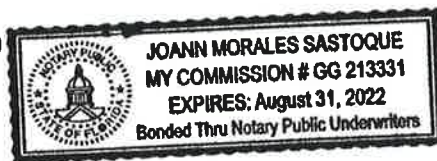
Sworn and subscribed before this

1 day of Feb, 2019

[Signature]
 Notary Public

JOANN MORALES SASTOQUE
 (Printed Name)

State of Florida at Large (Seal)



My commission expires: _____

[SPACE LEFT INTENTIONALLY BLANK]

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Charles Floyd ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is President of Electrical Contractors, (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: CM

Title: President

Subscribed and sworn before me this 1 day of Feb, 2019, by Charles Floyd, who is personally known to me or has produced known as identification.



Joann Morales Sastoque
Notary Public
Print Name

My commission expires: _____

State of Florida at Large (Seal)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

CFR 24.510 & 24 CFR, Part 24, Appendix "A"

- (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: _____

Name: _____

Project Number: _____

Firm/Agency: _____

Street Address: _____

INSTRUCTIONS FOR CERTIFICATION

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

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

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CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements
Appendix "A" – 49 CFR Part 20**

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

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

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

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

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Charles Floyd President

Date Feb 1, 2019

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DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that
Electrical Contracting Service 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.

UM
 Proposer's Signature

Feb 1, 2019
 Date

END OF SECTION

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

CM
Secretary (Corporate Seal)

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

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

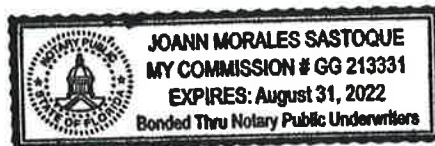
Sworn and Subscribed to before me this 1 day of Feb, 2019.

[Signature]
Notary Public

(Attach Power of Attorney
to original Bid Bond)

JOANN MORALES SASTOQUE
(Printed Name)

State of Florida at Large (Seal)



My commission expires: _____

END OF SECTION

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
N/A		

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END OF SECTION