SECTION 300 PROPOSAL

LAKES BY THE BAY CANOE/KAYAK LAUNCH TOWN OF CUTLER BAY

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

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

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

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

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

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

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

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

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

Bidders Certificate of Competency No. <u>£1200232</u> Bidders Occupational License No. <u>6968516</u>

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

Addendum No. ㅣ	_ Dated: 214(9
Addendum No	Dated:
Addendum No	Dated:

Addendum No.____Dated:_____

Addendum No.____Dated:_____

Addendum No.____Dated:_____

CANOE/KAYAK LAUNCH ITB# 19-01 16 of 183

Attachment "D" (Page 3 of 49)

	or Bid Bond for the sum of $\underline{57}$.	
		Dollars
(\$), made pay	able to the Town of Cutler Bay, Florida.	
	Signature of Officer	Affix Seal L.S.
Address: 2929 SW3 A	ve, ste 340	
City: Mi Arm	State: FC	
0.11	President	ng bid, as principals, are
Name of the executive who will	give personal attention to the work:	

9 3

100

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. All Bid items listed below are identified in the project plans outlined in Appendix "C".

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	General Site work:				
	Mobilization	1	LS		
	Provide maintenance of traffic	1/1200	LS/DA		
	Furnish and Install work zone signs	180	ED		
	Furnish and Install sediment barrier	1,000	LF	_	
	Provide litter removal and disposal	2	AC		
	Clearing & Grubbing of the site (includes exotic and invasive plant removal)	1.80	LS/AC		
	Perform regular excavation (6" average depth)	2,900	CY		
	Provide embankment	1,500	CY		
	Provide harmonization (soil & sod) 5,420 SY				
2	Sidewalk (8' Wide):		I		
	Furnish & Install BodPave 85 gravel system as per plans	1,906.70	SY		
3	Roadway:				
	Furnish & Install single post sign, ground mount	12	AS		
	Furnish & Install BodPave 85 gravel system as per plans	2,516	SY		
	Furnish & Install swing double leaf, entry/exit gate (24')	2	EA		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4	Parking Lot (20 spaces, 2 HCap & 1 Bus	space):			
	Furnish & Install single post sign, ground mount	8	AS		
	Optional – Vertical Edging Curb	695	LF		
	Furnish & Install BodPave 85 gravel system as per plans	1375	EA		
	Furnish & Install concrete wheel stops	22	EA		
	Furnish & Install Bike Rack (in-ground style with (12"x48") footers.	4	EA		
5	Amenities:				
	Furnish and Install: Pre-Fabricated Shelter (24'x24') with Metal Roof including footing, concrete slab and Brick façade shelter columns, as per	1	AS		
	Furnish and Install: Pre-Fabricated Shelter (12'x12') with Metal Roof, including footing, concrete slab, and Brick facade shelter columns. As per plans.	2	AS		
	Furnish and Install: Floating Single Kayak Launch	1	AS		
	Furnish and Install: (8'Wx24'L) Floating Fishing Pier with (8'x16') Gangway system to be anchored at top of bank and all-around ADA railings	1	AS		
6	Allowance:	1	LS	N/A	\$70,000.00

GRAND TOTAL IN FIGURES: \$_____

GRAND TOTAL WRITTEN:

.

9

LIST OF MAJOR SUB CONTRACTORS

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

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

The Bidder expressly agrees that:

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

CATEGORY OF CLASS	NAME OF SUB-CONTRACTOR	ADDRESS OF WORK
Concrete	American Masters Bildors	10810 Sw 84th Street

[SPACE LEFT INTENTIONALLY BLANK]

BIDDER:
VEngineeping & Consulting Corp.
By: here
Title: President
Telephone: 7864205950 Fax: 7864205289

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. Clearing and Grubbing shall include all work necessary to properly remove and dispose of all exotic and invasive plants within the project limits.
- 3. 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.
- 4. 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.

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NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA COUNTY OF MIAMI-DADE Edit ("Affiant"), being first duly sworn, deposes and says that: Consulting Cer Affiant is 1. "Bidder") and has submitted the attached Bid; Affiant has personal knowledge of the matters set forth herein and is competent to 2. 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: 22d Title: 19 this dav sworn before bv me 2019. who is personally known to me or has produced as identification. Notary Public State of Florida otar Samantha M Diaz My Commission GG 220038 Expires 09/16/2022 Print Name My commission expires: State of Florida at Large (Seal)

CANOE/KAYAK LAUNCH ITB# 19-01 22 of 183

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:	1	Project Name:
l	1	Kayak Laner Peofect
T	- 0	
Name: 💋	12.5	Project Number:
Feliz	Valdo	19-0
Firm/Agency:	VEngineekin	g & Consilling Copp.
Street Address:	2929SW 3 cm	e ste 340 V
	MjAmifl 33	5/29

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 voluntary 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. § 1352C(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 for each such 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 for each such 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 for each such 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}.

Attachment "D" (Page 13 of 49)

The Contractor, <u>V Engineering & Consult</u> 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 Date

[SPACE LEFT INTENTIONALLY BLANK]

CANOE/KAYAK LAUNCH ITB# 19-01 27 of 183

ANTI-KICKBACK AFFIDAVIT

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and _________or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Title:

Sworn and subscribed before this

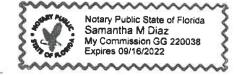
day of Feb . 2019

バイマ

(Printed Name)

State of Florida at Large (Seal)

My commission expires: 9/16/22



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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 Felix Valdes, President
for V E MINER PINO & CONSULTING COEN
[Print name of entity submitting sworn statement]
whose business address is
2929 SJ 3 Ave, Ste 340
MiAmi FC 33/29

and (if applicable) its Federal Employer Identification Number (FEIN) is 492696473

(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.

Signature of Entity Submitting Sworn Statement Sworn to and subscribed before me this day of Personally known OR produced identification [(type of identification) ŭb Notary Public State of Florida Samantha M Diaz My Commission GG 220038 Expires 09/16/2022

State of Florida at Large (Seal)

My commission expires

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CANOE/KAYAK LAUNCH ITB# 19-01 31 of 183

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that <u>Consulting</u> <u>Consulting</u> <u>Consulting</u> does:

- 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.

Bidder's Signature

END OF SECTION

SECTION 350 CONTRACTOR'S QUESTIONNAIRE

QUALIFICATION STATEMENT

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

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Ву		T	l	In			
Principal Offi	ce 2029	8030	we a	He 340	Mig	mife	3369
	ears has your or e?		en in bus	iness as a Ge	neral Cont	tractor unde	er your present
Does your org this Contract?	ganization have	e current occup	ational	icenses entitl	ing it to do	the work co	ontemplated in
State of Flori	da Occupation	al License (Sta	ate type	and number)	;		
Federal I.D. N	10: 4529	96473					
Dade County	Certificate of E1220	Competency (0232	State typ	e and numbe	er):		
Town of Cutl	er Bay Occupa	tional License	e (State t	ype and num	ber):		
Please includ	le copies of ab	ove licenses a	and cert	ifications wi	th propos	al.	
How many ye	ears of experien	nce in similar	work ha	s your organi	zation had	?	
(A)	As a General	Contractor	7				
(B)	As a Sub-Co	Contractor	7				
(C)		ts has your or			? State be	low:	
Contract Am		of Work		n Completee	1	Name & Owner	Address of
			1				

Merze Dee Attached

How many years has your organization, or your sub-contractor, had in the actual construction of canoe/kayak launches?

8

.

Years		
List the detailed experience below:		
Name & tel. number of Owner	Project Name	Date completed
	·	
3 	3	
Are you a Certified Disadvantaged Business	s Enterprise (DBE) with the State of F	`lorida?
Have you ever failed to complete any work	awarded to you?	
If so, where and why?		
Has any officer or partner of your organization name?	on ever failed to complete a contract ha	ndled in his own
If so, state name of individual, name of own	er, and reason thereof:	
<u></u>		
In what other lines of business are you finan	cially interested or engaged?	

Give references as to experience, ability and financial standing.

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

Financial Statement:

.

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

NASO BANK

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

i nereby certify that	the above answers are true and correct.	
		(Affix Seal)
Name of Bidder:	VEngineeling & Consulting	Car
	1,701	CRP.
Signature of Officer:	fre	
Title of Officer:	regident	

END OF SECTION

Attachment "D" (Page 22 of 49)



ADDENDUM NO. 1 ITB# 19-01 TOWN OF CUTLER BAY LAKES BY THE BAY CANOE/KAYAK LAUNCH

Addendum #1 form shall be part of the original ITB # 19-01: Lakes by the Bay Canoe/Kayak Launch document and modifies the original ITB as noted below:

<u>REVISION TO ORIGINAL ITB DOCUMENTS BELOW:</u> Deleted Items: <u>"STRIKETRHOUGH"</u> Additions: <u>"UNDERLINE"</u>

The following BID documents have been replaced in both
Appendix "B" - Project Survey AND Appendix "C" - Project Plans.

Page C-2	General Notes
Page C-3	Existing Conditions
Page C-4	Baseline Layout Plan
Page C-5	Geometry And Signage Plan
Page C-6	Grading Plan and Details

- 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. Clearing and Grubbing shall include all work necessary to properly remove and dispose of all exotic and invasive plants within the project limits.
- 3. 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.
- 4. 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.

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

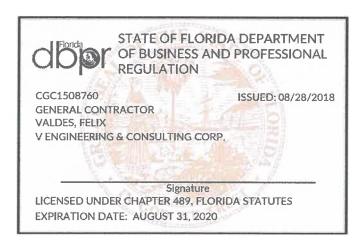


CONSTRUCTION INDUSTRY LICENSING BOARD 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783 (850) 487-1395

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

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

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



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION



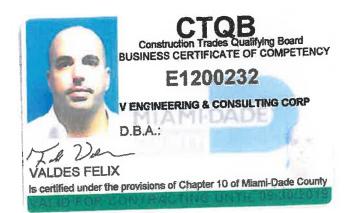
CONSTRUCTION INDUSTRY LICENSING BOARD 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783 (850) 487-1395

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V ENGINEERING & CONSULTING CORP.

Job References

- FIRM NAME: Miami Dade Water & Sewer PROJECT RPQ: T2186
 PROJECT NAME/DESCRIPTION: Replacement of ACP Force Main from NW 199 & NW 37th Ave Roadwork
 PROJECT CONTACT: Carlos Lopez, (786) 746-1068, <u>carci@miamidade.gov</u>
 PROJECT ESTIMATE: \$762,000
 YEAR COMPLETED: 2017
- FIRM NAME: Miami Dade Water & Sewer PROJECT RPQ: T1912 PROJECT NAME/DESCRIPTION: Furnish and Install 6" 8" and 12" D.I. FM in NW 199 Street from NW 203 Terrace (PS 385) PROJECT CONTACT: Raul Caballero, (786) 268-2166, raul.caballero@miamidade.gov PROJECT ESTIMATE: \$979,519.18 YEAR COMPLETED: 2015
- FIRM NAME: Miami Dade Water & Sewer PROJECT RPQ: T2123
 PROJECT NAME/DESCRIPTION: Furnish and Install of 24inch DI Force Main PROJECT CONTACT: Raul Caballero, (786) 268-2166, raul.caballero@miamidade.gov PROJECT ESTIMATE: \$572,003.17
 YEAR COMPLETED: 2016
- FIRM NAME: Miami Dade Water & Sewer PROJECT RPQ: T1934 PROJECT NAME/DESCRIPTION: INSTALL 8INCH DI FORCE MAIN IN SW 192 AVE FROM 354 ST TO 360 ST FDOT ROADWAY IMPROVEMENT PROJECT CONTACT: Raul Caballero, (786) 268-2166, raul.caballero@miamidade.gov PROJECT ESTIMATE: \$1,519,997.97 YEAR COMPLETED: 2016
- FIRME NAME: Miami Dade Water & Sewer PROJECT RPQ: T2090 PROJECT NAME/DESCRIPTION: FURNISH AND INSTALL 6IN FM FROM EXISTING SEWER PS 746 TO INTERSECTION OF SW 156 ST PROJECT CONTACT: Raul Caballero, (786) 268-2166, raul.caballero@miamidade.gov PROJECT ESTIMATE: \$1,190,500.00 YEAR COMPLETED: 2017

FIRM NAME: MIAMI-DADE WATER & SEWER
 PROJECT RPQ: T1883
 PROJECT NAME/DESCRIPTION: Flushing 20 inch and 16 inch Ductile Iron Pipe for
 Central District Water Treatment Plant- Emergency

 PROJECT CONTACT: Mario Garcia, (786) 295-4103, Mario.garcia2miamidade.gov
 PROJECT ESTIMATE: \$1,100,000
 YEAR COMPLETED: 2015

•FIRM: City of Miramar (In Progress) PROJECT NUMBER: 16-010 PROJECT NAME/DESCRIPTION: HISTORIC MIRAMAR RE-DEVELOPMENT TRANSMISSION AND DISTRIBUTION FIRE HYDRANT ROADWAY AND WATER MAIN IMPROVEMENTS PROJECT CONTACT: Stephen Glatthorn, (954) 883-5143 PROJECT ESTIMATE: \$5,000,000 YEAR COMPLETED: IN PROGRESS

- FIRM NAME: Miami Dade Water & Sewer PROJECT RPQ: P0190
 PROJECT NAME/DESCRIPTION: EMERGENCY RAS LINE AT CENTRAL DISTRICT 48INCH.
 PROJECT CONTACT: Patrick Sheppard, (786) 268-2166, shepa@miamidade.gov
 PROJECT ESTIMATE: \$1,896,000
 YEAR COMPLETED: 2017
- FIRM NAME: Miami Dade Water & Sewer PROJECT RPQ: T2209 PROJECT NAME/DESCRIPTION: INSTALL OF 48 INCH DIP WM IN VICINITY OF ALL ABOARD FLORIDA PROJECT CONTACT: Raul Caballero, (786) 268-2166, raul.caballero@miamidade.gov PROJECT ESTIMATE: \$4,368,421.5 YEAR COMPLETED: IN PROGRESS
- FIRM NAME: Miami Dade Water & Sewer PROJECT RPQ: T2226
 PROJECT NAME/DESCRIPTION: INSTALLATION OF FLUSHING LINE TO GRIT BUILDING SETTLEMENT TANK AT CDWWTP
 PROJECT CONTACT: AUGUSTINE DURAND, (786)268-5169
 PROJECT ESTIMATE: \$1,430,000
 YEAR COMPLETED: 2017



- FIRM NAME: TOWN OF KEY BISCAYNE
 PROJECT NAME/DESCRIPTION: DRAINGAGE UPGRADES/HIGHTIDE
 MITIGATION
 PROJECT CONTACT: JOSE LOPEZ, 305-365-7581,
 JLOPEZ@KEYBISCAYNE.FL.GOV
 PROJECT ESTIMATE: \$844,674.24
 YEAR COMPLETED: 2016
- FIRM NAME: Miami Dade Water & Sewer PROJECT RPQ: T2050 PROJECT NAME/DESCRIPTION: ONE YEAR COUNTYWIDE CONTRACT FOR REMOVAL & REPLACMENT OF SANITARY SEWER GMS FOR CONSENT DECREE PMCM DIG AND REPLACE PROJECTS 'A' PROJECT CONTACT: WARREN HOWARD, 305-718-4843, warren.howard@miamidade.gov PROJECT ESTIMATE: \$ 1510956.25 YEAR COMPLETED: 2016
- FIRM NAME: Miami Dade Water & Sewer
 PROJECT RPQ: T1913
 PROJECT NAME/DESCRIPTION: ONE- YEAR COUNTYWIDE CONTRACT FOR
 REMOVALAND REPLACEMENT OF SANITARY. SEWER GRAVITY MAINS FOR
 PSIP PROJECTS
 PROJECT CONTACT: FRANCISCO CORTAZAR, 786-268-5164,
 fcortazar@miamidade-psip.com
 PROJECT ESTIMATE: \$3186017.95
 YEAR COMPLETED: 2016



V ENGINEERING & CONSULTING CORP.

Juan Jimenez- Kimley Horn And Associates

Engineer

Email: Juan.Jimenez@kimley-horn.com

Office Phone: (786) 368-5365

Alex Valdes- Miami Dade Water & Sewer

Project: FURNISH AND INSTALL OF 24 IN D.I. FORCE MAIN ALONG SW 248 ST FROM SW 121 AVE TO 117 AVE

Email: <u>Alexis.Valdes@miamidade.gov</u>

Office Phone: (786) 299-9008

Alex Montalvo- Miami International Airport (Only available during business hours)

MIA Water Distribution System Infrastructure Improvements 20-inch Water Main with Canal Crossing

Email: AMontalvo@miami-airport.com

Phone: (305) 876-7513

Christopher Kish- Hazen And Sawyer

Project: North Miami Beach Low Pressuee Email: <u>ckish@hazensawyer.com</u> Office Phone: (305) 443-4001 Cell: (305) 934-2708

Mario Garcia- Miami Dade Water & Sewer

Various Miami Dade Water & Sewer Projects, Construction Manager Email: <u>Mario.Garcia2@miamidade.gov</u> Office Phone: (786) 295-4103 Cell: (305) 878-7548

Luis Rojas- Miami Dade Water & Sewer

Project: T2111: FURNISH AND INSTALL 24INCH WM IN NW 170TH ST FROM NW 102 AVE TO NW 107 AVE HIALEAH

Email: Luis.Rojas@miamidade.gov

Office Phone: (786) 268-5177

Cell: (786) 402-1292

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David Vasquez- Miami Dade Water & Sewer

Senior Specifications Writer

Email: David.Vasquez@Miamidade.gov

Office Phone: (305) 313-5812

BRANTLEY TATE

2929 SW 3RD AVE, SUITE 340, MIAMI, FL 33129 | (786) 518-5042 | BRANTLEY @VECCORP.NET

State of Florida Certified General Contractor with over 20 years of construction experience including project management

Education

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BACHELORS OF SCIENCE | FLORIDA INTERNATIONAL UNIVERSITY

Construction Management

Project Experience

- Miami-Dade County, FL 2014 T1805
 Install 8inch Water Main Contract Amount: \$749,507
- Miami-Dade County, FL 2015
 T1888

 Emergency Deep Gravity Sewer Repair for Ikea
 Contract Amount: \$500,000
- Miami-Dade County, FL 2015
 T1925

 Alexander ORR WTP Electrical Vault Hatch Replacement
 Contract Amount: \$209,050
- Miami-Dade County, FL 2015
 T1885
 Furnish & Install 3,700 Linear Feet of 8inch D.I. Water Main
 Contract Amount: \$519,017.49
- Miami-Dade County, FL 2015 T1794
 Installation of 8-inch D.I. Water Main Contract Amount: \$700,00
- Miami-Dade County, FL 2015
 T1883

 Flushing 20 inch and 16 inch Ductile Iron Pipe for Central District Water Treatment Plant- Emergency
 Contract Amount: \$1,100,000

Attachment "D" (Page 33 of 49)

 Miami-Dade County, FL 2015 T1886
 North District Treatment Plan Roof Repair Contract Amount: 140,157

- Miami-Dade County Parks & Recreation, FL 2015 #116010
 Ruben Dario Park, Driveway Lighting
 Contract Amount: \$140,000
- Miami-Dade County Parks & Recreation, FL 2015 #115855
 Haulover Park Marina- Utilities for Dry Dock
 Contract Amount: \$726,052
- Miami-Dade County Parks & Recreation, FL 2015 #118699
 Black Point Marina: Shrimpers Row Roadway Improvements Contract Amount: \$257,750
- City of North Miami Beach, FL 2015 #2015-05
 Corona del Mar Force Main Extension
 Contract Amount: \$606,000
- Miami-Dade County Parks & Recreation, FL 2016 #120840
 Westwind Lakes Park Splashpad
 Contract Amount: \$569,500
- Miami-Dade County, FL 2016 T1934
 Install 8inch D.I. Force Main Contract Amount: \$1,519,997
- Miami-Dade County, FL 2016 T2111
 Furnish & Install 6inch, 8inch & 12inch D.I. FM Contract Amount: \$940,999.99
- Miami-Dade County, FL 2017
 P0190
 Emergency RAS Line at Central District
 Contract Amount: \$1,896,000

 Miami-Dade County, FL 2017 T2183
 Replacement of ACP Force Main from PS 0869 Contract Amount: \$309,000

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 Miami-Dade County, FL 2017 T2158
 Furnish & Install 8inch of Sanitary Sewer Contract Amount: \$270,000

 Miami-Dade County, FL 2017 T2184
 Replacement of ACP Force Main Contract Amount: \$309,000

 Miami-Dade County, FL 2017 T2226 Installation of Flushing Line to Grit Building Settlement Tank CDWWTP Contract Amount: \$1,430,000

 Miami-Dade County, FL 2017 T2186
 Replacement of ACP Force Main Contract Amount: \$762,000

City of Miramar, FL 2017
 #16-010
 Historic Miramar Re-Development Transmission & Distribution Fire Hydrant & Water Main Improvements
 Contract Amount: \$5,000,000

FELIXVALDES

1900 Coral Way, Suite 300, Miami, FL 33145 • (305) 860-7721 • (305) 342-5568 • FELIX@VECCORP.NET

State of Florida Certified General and Underground Utility Contractor with over 20 years of construction experience including project management, project inspection, land surveying, and underground utility locations.

Bilingual: English/Spanish

EDUCATION

Bachelors of Science in Construction Management, Florida International University

Founder V Engineering & Consulting Corp. July 01, 2011

V Engineering & Consulting Corp. has performed several projects throughout South Florida; Specializing in underground utilities, site work, pump station rehabilitation, water, sewer, drainage, new construction and roadway.

- CERTIFIED GENERAL CONTRACTOR
- CERTIFIED UNDERGROUNG UTILITY AND EXCAVATION CONTRACTOR
- MIAMI-DADE COUNTY ENGINEERING CONTRACTOR
- MIAMI-DADE COUNTY CSBE/MBE est. 2011.
- OSHA CERIFIED

PREVIOS EMPLOYMENT

November 2010-June 2012

Miami-Dade County, Internal Services Department

Construction Manager 2

- Manage multiple Capital commercial construction projects as owner's representative.
- Direct and coordinate the planning, survey, design, and contract preparation.
- · Oversee Mechanical, Electrical and Plumbing sub-contract work throughout the life of the project.
- · Contribute to the Selection of Architectural Design, Engineering Design and Construction firms.
- Monitor & enforce the timely completion of various projects within budget.
- Prepare construction schedules, request for proposals, change orders and verify cost estimates.
- Review consultant's plans and specifications for conformance to design standards.
- Review and coordinate the approvals of shop drawings and Requests for Information.
- Ensure permitting issues are addressed to minimize delay impacts to the project schedule.
- Coordinate bid advertisements, pre-bid conferences, print and distribute plans and specifications.
- Schedule pre-construction meetings and weekly progress meetings.
- Review and develop contract documents.

January 2007-November 2010

Miami-Dade County, Water & Sewer Department, Program Management; Construction Management Division Project Manager

- Oversee the Design and Construction of multiple infrastructure Capital Improvement projects.
- Direct and coordinate the planning, survey, design, and contract preparation.
- Review and develop Contract documents.
- Prepare schedules, review change orders and verify contractor's cost estimates.
- Contribute to the selection of Architectural, Design and Construction firms.
- Monitor & ensure the completion of various projects within budget.
- Supervise inspectors in their daily operations, overseeing the construction projects.
- Serve as State Certified General Contractor Qualifier.
- Review consultant's plans and specifications for conformance to design standards.
- Coordinate bid advertisements, print and distribute plans and specifications to bidders; schedules and conduct pre-construction meetings and pre-bid conferences.
- Evaluate bids and make recommendations for award.

September2002-January2007

Miami-Dade County, Water & Sewer Department Project Inspector

- Oversee Water and Sewer construction projects to ensure compliance with legal regulations, construction plans and specifications.
- Assist contractors, subcontractors, construction supervisors and engineers in the interpretation of County contract plans and specifications.
- Check layout and grades of structures by using survey equipment such as transit and level.

- Investigate complaints and encroachments to the public right-of-way
- Attend pre-construction meetings to ensure quality control, represent the department engineers.
- Review and approve monthly pay requisitions.

Underground Utility Technician

July 2000-September 2002

- Responsible for locating underground water and sewer utilities using electronic location equipment, plans, as-builts, and other job specific tools.
- Manage relationships with multiple contractors; attend pre-construction meetings with contractors to discuss specifications of construction projects.
- Monitor ongoing projects and inspect for violation of Dade County ordinances.

August 1999 - July. 2000

City of Coral Gables, FL

Inspector

- Inspected complaints of encroachments to the public right-of-way and code violations.
- Issued warnings and citations; followed up to insure compliance with building and zoning codes.
- Prepared comprehensive monthly reports of activities, inspections and re-inspections.

Feb. 1997 - August 1999

Mastee, Miami, FL

Telecommunications Location Technician

- Responsible for location of telecommunications facilities.
- Met with other utility companies to inform locators on the location of construction projects.
- Manage relationships with multiple utility companies; attend pre-construction meetings.

June 1995 - Feb. 1997

E.R. Brownell and Associates, Miami, FL

Engineer Aid/Surveyor

- Check layout and grades of structures using transit and level for construction purposes.
- Utilized various measuring tools to determine land boundaries, and check records for accuracy.
- Record all measurements and other information obtained during survey activities.

SECTION 400 BID BOND

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

KNOW ALL MEN BY THESE PRESENTS, that V Engineering & Consulting Corp.

	_as Principal, and
Developers Surety and Indemnity Company	, as Surety, a
Corporation chartered and existing under the laws of the State of California	, with its
principal offices in the Town of Irvine, and authorized to do busi	ness in the State of
Florida are held and firmly bound unto the Owner, The Town of Cutler Bay	in
the penal sum of Five Perent of Amount Bid	5% of Bid Dollars ($$$)
lawful money of the United States, for the payment of which sum will and tru	ily to be made, we
bind ourselves, our heirs, executors, administrators, and successors, jointly and se	everally, firmly by

these presents.

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

the accompanying bid, dated February 19, 2019, for:

LAKES BY THE BAY CANOE/KAYAK LAUNCH 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 <u>19th</u> day of <u>February</u>, 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:

V Engineering & Consulting Corp. Name of Firm,

Signature of Authorized (Affix Seal)

Title

2929 S.W. 3rd Avenue, Suite 340 Business Address

Miami, FL 33129 City, State & Zip Code

SURETY:

Developers Surety and Indemnity Company Corporate Surety

Attorney-in-Fact (Affix Seal)Charles D. Nielson P.O. Box 19725 **Business** Address Irvine, CA 92623 City, State & Zip Code Nielson, Hoover & Associates

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary

(Corporate Seal)

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

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared

Charles D. Nielson , to be well known, who being by me first duly sworn

upon oath, says that he is the Attorney-in-Fact, for the Developers Surety and Indemnity Company

and that he has been authorized by Them to execute the foregoing bond

on behalf of the Contractor named therein in favor of the Owner, the Town of Cutler Bay

Sworn and Subscribed to before me this 19th day of February _, 2019.

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Notary Public

Kristi Messel (Printed Name)

State of Florida at Large (Seal)

(Attach Power of Attorney to original Bid Bond)



My commission expires: 11/14/2021

END OF SECTION

CANOE/KAYAK LAUNCH ITB# 19-01 38 of 183

Attachment "D" (Page 40 of 49)

POWER OF ATTORNEY FOR DEVELOPERS SURETY AND INDEMNITY COMPANY INDEMNITY COMPANY OF CALIFORNIA PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John R. Neu, Brett M. Rosenhaus, Kevin R. Wojtowicz, Daniel F. Oaks, Charles J. Nielson, Charles D. Nielson, David R. Turcios, Michael A. Gentile, Emily Golecki, Jessica P Reno, Devin Joe Phillips, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

........ Bv Daniel Young, Senior Vice-President Mark Lansdon, Vice-President

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

State of California County of Orange

On October 4, 2018 before m	e, Lucille Raymond, Notary Public Here Insert Name and Title of the Officer
personally appeared	Daniel Young and Mark Lansdon Name(s) of Signer(s)
LUCILLE RAYMOND Notary Public - California Orange County Commission # 2258185 My Comm. Expires Oct 13, 2022	 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Place Notary Seal Above

Lucille Raymond, Notary Public

2019

CERTIFICATE

Signature

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this

19th day of February

Juris Cassie J. Berrisford, Assistant Secretary



ATS-1002 (10/18)

Attachment "D" (Page 41 of 49)



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ADDENDUM NO. 1 ITB# 19-01 TOWN OF CUTLER BAY LAKES BY THE BAY CANOE/KAYAK LAUNCH

Addendum #1 form shall be part of the original ITB # 19-01: Lakes by the Bay Canoe/Kayak Launch document and modifies the original ITB as noted below:

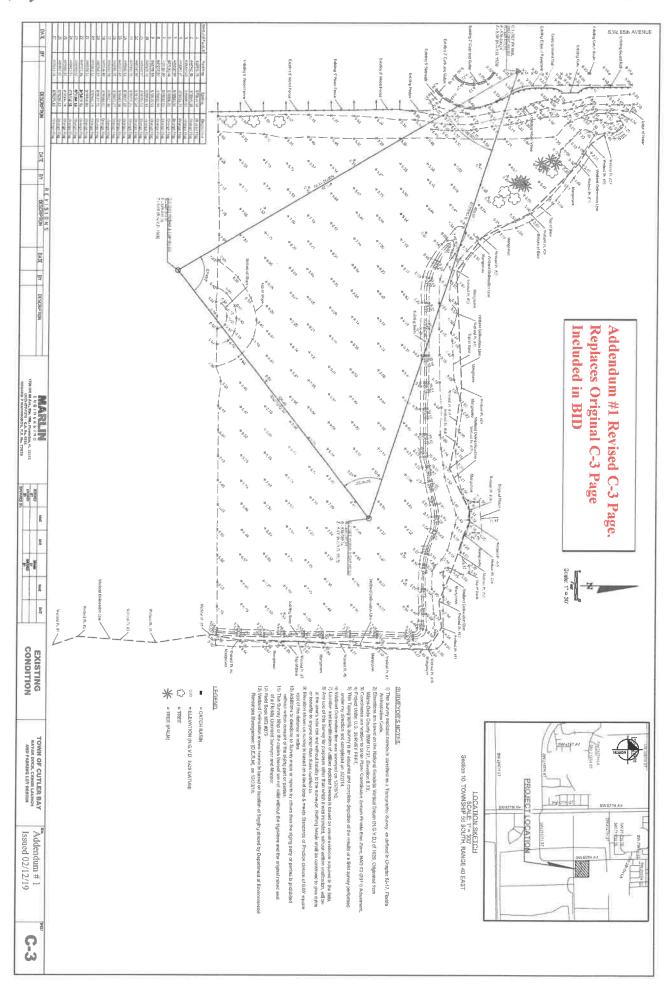
<u>REVISION TO ORIGINAL ITB DOCUMENTS BELOW:</u> Deleted Items: <u>"STRIKETRHOUGH"</u> Additions: <u>"UNDERLINE"</u>

	ng BID documents have been replaced in both Project Survey AND Appendix "C" - Project Plans.
Page C-2	General Notes
Page C-3	Existing Conditions
Page C-4	Baseline Layout Plan
Page C-5	Geometry And Signage Plan
Page C-6	Grading Plan and Details

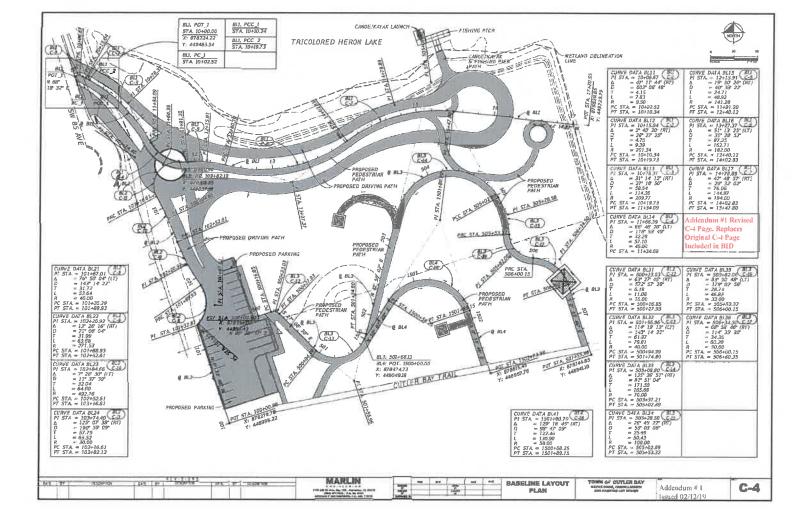
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* Addendum # 1 Issued 02/12/19		

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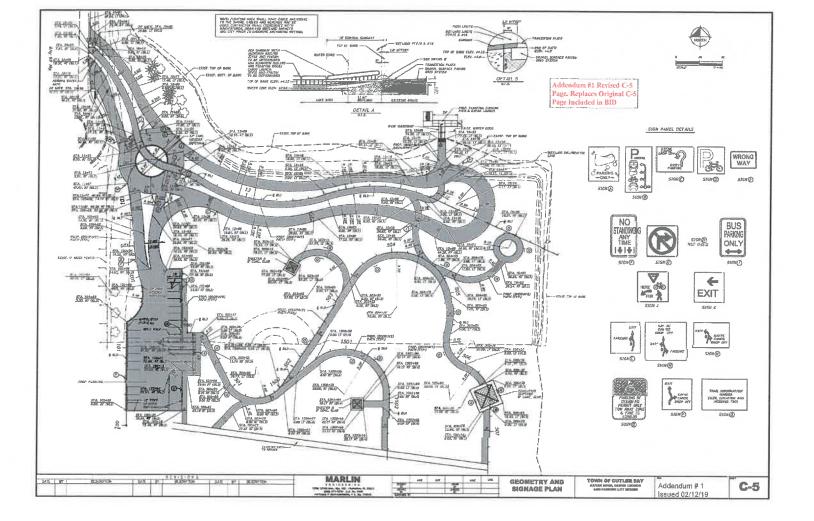


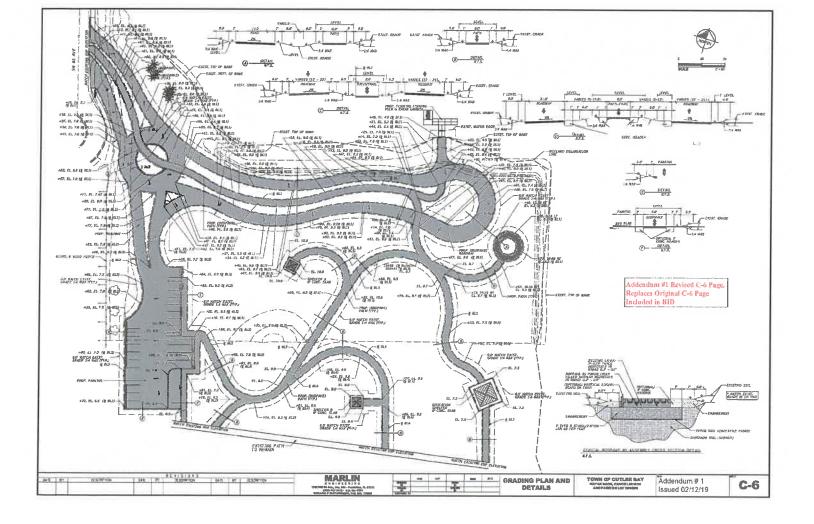
Attachment "D" (Page 43 of 49)



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BASE BID FORM

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Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. P rices 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	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	General Site work:				
	Mobilization Provide maintenance of traffic Furnish and Install work zone signs Furnish and Install sediment barrier Provide litter removal and disposal Clearing & Grubbing of the site Perform regular excavation (6" average depth) Provide embankment Provide harmonization (soil & sod)	$\begin{array}{r} 1.000\\ \underline{1/180}\\ \underline{1080.00}\\ 1,000.00\\ 2.00\\ 1.80\\ 2,900.00\\ 1,500.00\\ 5,420.00\\ \end{array}$	LS/DA ED LF) 1 500	29,850 34,200 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000
2	Sidewalk (8' Wide):				
	Furnish & Install BodPave 85 gravel system as per plans	1,906.70	SY	30	67,201
3	Roadway:				
	Furnish & Install single post sign, ground mount Furnish & Install BodPave 85 gravel system as per plans Furnish & Install swing double leaf, entry/exit gate (24')	12 2,516.00 2.0	AS SY EA	130 30 1,200	1,800 75,480 2,460
4	Parking Lot (20 spaces, 2 HCap & 1 Bus space):				
	Furnish & Install single post sign, ground mount Optional – Vertical Edging Curb Furnish & Install BodPave 85 gravel system as per plans Furnish & Install concrete wheel stops Furnish & Install Bike Rack (in-ground style with (12"x48") footers.	$ \frac{6}{695.0} 1375.00 22 4 $	AS LF EA EA EA	156 1 30 55 650	906 695 4 ,250 1,210 2,600

5	Amenities:				
	Furnish and Install: Pre-Fabricated Shelter (24'x24') with Metal Roof including footing, concrete slab and Coral Rock shelter columns, as per plans.	1	AS	32,124	32,124
	Furnish and Install: Pre-Fabricated Shelter (12'x12') with Metal Roof, including footing, concrete slab, and Coral Rock shelter columns. As per plans.	2	AS	15,730	31,500
	Furnish and Install: Floating Single Kayak Launch	I	AS	5,000	5,000
	Furnish and Install: (8'Wx24'L) Floating Fishing Pier with (8'x16') Gangway system to be anchored at top of bank and all-around ADA railings	1	AS	30,000	30,000
	Furnish and install 8 tables and benches as per plans	8	EA	400	3,200
6	Allowance:	1	LS	N/A	\$70,000

GRAND TOTAL IN FIGURES: \$ 597,000

GRAND TOTAL WRITTEN: Five hundred ninety selen thousand dollars

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BIDDER: VEngineeking & Consilting Cokp. By: Java
Title: Resident
Telephone: 7864203950 Fax: 7864205289

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.

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- 2. Clearing and Grubbing shall include all work necessary to properly remove and dispose of all exotic and invasive plants within the project limits.
- 3. 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.
- 4. 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.

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