

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

RESOLUTION NO. 2010-22

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO SIDEWALK IMPROVEMENTS; RESCINDING RESOLUTION NO. 09-79 ADOPTED OCTOBER 6, 2009 PERTAINING TO SIDEWALK IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING J A & M DEVELOPING CORPORATION, TO PROVIDE SIDEWALK IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$25,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Atlantic Civil, Inc. was contracted per Resolution No. 09-79 dated October 6th, 2009 to provide sidewalk improvements throughout the Village of Palmetto Bay on an as needed basis for Fiscal Year 2009-2010; and,

WHEREAS, Atlantic Civil, Inc. has since then withdrawn their authorization for the Village of Palmetto Bay to “piggy back” onto the existing City of Homestead Contract due to scheduling conflicts; and,

WHEREAS, At this time the Department of Public Works is requesting the rescinding of Resolution No. 09-79 authorizing for selection of an alternate contractor to provide the requested sidewalk improvements for Fiscal Year 2009-2010; and,

WHEREAS, The Department has contacted J A & M Developing Corporation to provide sidewalk improvements throughout the Village of Palmetto Bay on an as needed basis for Fiscal Year 2009-2010; and,

WHEREAS, J A & M Developing Corporation has authorized the Village of Palmetto Bay to “piggy back” onto the existing contract with the Town of Cutler Bay; and,

WHEREAS, J A & M Developing Corporation has agreed to provide the necessary services and resources to the Village utilizing the same pricing, terms and conditions set forth in Invitation to Bid No. 09-04 – Replacement and Installation of Sidewalks with the Town of Cutler Bay; and,

WHEREAS, Pursuant to the Village’s purchasing procedures, the Village may enter into contracts for services with contractors when another public agency has already followed formal bid procedures; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

1 Section 1: The Village Manager is authorized to enter into an agreement with J A & M
2 Developing Corporation to provide miscellaneous sidewalk improvements for Fiscal Year 2009-
3 2010 in an amount not to exceed \$25,000.

4
5 Section 2: This resolution shall take effect immediately upon approval.
6

7
8 **PASSED and ADOPTED** this 1st day of March, 2010.
9

10
11
12
13 ATTEST



14 Meghan Rader
15 Village Clerk



16 Eugene P. Flinn Jr.
17 Mayor

18 **READ AND APPROVED AS TO FORM:**
19

20
21 

22 Eya Boutsis
23 Village Attorney
24

25
26
27
28 **FINAL VOTE AT ADOPTION:**
29

30 Council Member Ed Feller YES
31
32 Council Member Howard Tendrich YES
33
34 Council Member Shelley Stanczyk YES
35
36 Vice-Mayor Brian W. Pariser YES
37
38 Mayor Eugene P. Flinn, Jr. YES
39

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

RESOLUTION NO. 09-79

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SIDEWALK IMPROVEMENTS; AUTHORIZING ATLANTIC CIVIL, INC. TO CONTINUE PROVIDING SIDEWALK IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$25,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, One of the objectives set forth in the Bicycle and Pedestrian Master Plan is to create a link between the existing Village sidewalks with the overall County system which borders Palmetto Bay on both the east and west boundaries, coupled with the Village's municipal circulator routes connected with the Busway; and,

WHEREAS, The improvement of existing sidewalks and the construction of new sidewalks will make Palmetto Bay a model for intermodal suburban communities in Miami-Dade County; and,

WHEREAS, The Department of Public Works is continuing to improve the overall condition and quality of the existing sidewalks to provide a safe pathway for pedestrian travel; and,

WHEREAS, The Village has an ongoing program to repair damaged sidewalks within the right-of-ways; and,

WHEREAS, Atlantic Civil, Inc. was contracted per Resolution No. 08-81 dated October 6th, 2008 to provide sidewalk improvements throughout the Village of Palmetto Bay on an as needed basis. In Fiscal Year 2008-2009 the Village of Palmetto Bay contracted with Atlantic Civil, Inc. to repair and/or replace approximately 1,132 linear feet of sidewalks inclusive of ADA ramps utilizing the contract with the City of Homestead; and,

WHEREAS, Atlantic Civil, Inc. has agreed to continue providing the necessary services and resources to the Village utilizing the same pricing, terms and conditions set forth in Bid No. 200704 – Sidewalks (Installation and Repair); and,

WHEREAS, The term of the agreement with the City of Homestead is effective September 30, 2009 through September 30, 2010; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1: The Village Manager is authorized to enter into an agreement with Atlantic Civil, Inc. to provide miscellaneous sidewalk improvements for Fiscal Year 2009-2010 in an amount not to exceed \$25,000.

JA & M Developing Corporation

February 19, 2010

Via: Fax

Village of Palmetto Bay
Department of Public Works
9495 SW 180th Street
Palmetto Bay, Fl 33157

Attn: Danny Casals

Re: Sidewalk Repairs/"Piggy back" Town of Cutler Bay

Dear Mr. Casals:

JA & M Developing Corp. authorizes the Village of Palmetto Bay to "piggyback" from the Town of Cutler Bay Request for Proposal Order Number ITB04-09 and Purchase Order #737 dated June 1, 2009 titled Replacement and Installation of Sidewalks.

JA & M Developing Corp. will honor the Town of Cutler Bay contract pricing, terms and conditions for the Village of Palmetto Bay in the amount of \$25,000. The only condition that JA & M Developing Corp. requires because of the smaller amount of budget of Palmetto Bay verses The Town of Cutler Bay is the flexibility in scheduling the repairs.

Thank you,

Annie Mecias

VENDOR SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2008, between the Village of Palmetto Bay, Florida, a municipal corporation located at 8950 SW 152nd Street, Palmetto Bay, FL 33157, and J A & M Developing Corporation, as Vendor, whose address is 6625 Miami Lakes Drive, #345, Miami Lakes, FL 33014.

RECITALS:

WHEREAS, the Village Manager is responsible for contracting; and,

WHEREAS, Vendor is amenable to providing services; and,

WHEREAS, the Village Manager consents, after council approval to the use of Vendor for services, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the sum of \$25,000, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. The above whereas clauses are incorporated and made a part of this contract. Village Manager and Vendor agree, to the use of Vendor's services and the scope of duties shall be as set forth in the attached Exhibit "A". The Vendor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, equipment, machinery and services for the proper installation/repair of sidewalks . Prior to the commencement of any work, the Vendor shall be responsible for investigating the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Vendor shall further acknowledge that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this document and subsequent contract, or any other information made available to them prior to receipt of bids. Any failure by the Vendor to acquaint themselves with the available information will not relieve them from responsibility for estimating property the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Vendor on the basis of the information made available by the Village.

2. Vendor shall be entitled to a Vendor fee for services rendered as delineated in Exhibit "A."

3. This Agreement may be terminated for convenience of either the Village, or by Vendor, by giving written notice to the other party(ies) of such termination, which shall become effective 30 days following receipt by the other party of the written termination notice.

4. In the event of such termination for convenience of either party, the Vendor shall be paid a sum equal to all payments due to him up to the date of termination of this Agreement, provided Vendor is continuing to provide all services pursuant to the Agreement up to the date of termination.

5. None of the work or services under this contract shall be subcontracted unless contractor obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this contract and contractor shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

6. The contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the contractor to the Village.

7. During the term of this Agreement, the parties agree and acknowledge that Vendor shall be acting under the direction and control of the Village Manager. Accordingly, during the term of this Agreement, the Village agrees to indemnify, defend, and hold harmless the Vendor, and its officers, employees, and agents from and against any and all actions, claims, liabilities, losses, and expenses, including but not limited to, attorney's fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the Vendor in connection with the Vendor's performance of services pursuant to the Agreement, and/or otherwise pursuant to Vendor's duties and/or other acts while performing services.

8. All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

To Village: Ron E. Williams, Village Manager
8950 SW 152nd Street
Palmetto Bay, FL 33157

And

Village: Eve Boutsis, counsel for Village
18001 Old Cutler Road, Suite 533

Palmetto Bay, Florida 33157-6416
(305)-235-9344

To Vendor: J A & M Developing Corporation
6625 Miami Lakes Drive, #345;
Miami Lakes, FL 33014

11. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

It is further agreed that this Agreement may be altered, extended and amended only upon the written consent of both parties and Vendor hereto, provided any amendment as to price complies with the Village Charter and Code of Ordinances.

12. BY ENTERING INTO THIS AGREEMENT, VILLAGE AND VENDOR EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

13. The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

14. Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

15. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

16. Vendor shall warrant the workmanship, installation, and materials for one year subsequent to installation. If work under this contract is not performed in accordance with the terms hereof, the Village has the right to withhold any payment due to the Vendor, of any sums as the Village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the Village may apply the sums in the manner as the Village may deem proper to secure itself or to satisfy the claims. The Village will provide Vendor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

17. The Village shall make payment to Vendor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74. Vendor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

18. The Vendor, Subcontractors, suppliers and laborers are prohibited from placing a lien on Village's property.

19. The Vendor is furnishing its services as an independent Vendor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

20. Insurance. The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Vendor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Vendor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Vendor or Subcontractors. The Vendor shall not commence work under this contract until it has obtained all insurance required by the Village. The Vendor shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Vendor, or the Vendor's Subcontractors, suppliers and laborers incident to the performance of the Vendor's services under this contract. The Vendor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence. The Vendor shall maintain during the term of this contract the following insurance:

A. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained herein.

B. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.

C. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Village.

D. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

The Vendor shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Vendor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this contract.

21. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the Vendor agrees it Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Vendor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Vendor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations, and orders.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

Vendor

By: _____
Ron E. Williams,
Village Manager

By: _____
Annie Mecias,
Owner

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Rader

**TOWN OF CUTLER BAY
CONTRACT DOCUMENTS
ITB # 09-04**



REPLACEMENT & INSTALLATION OF SIDEWALKS

JA & M DEVELOPING CORPORATION

1	ADVERTISEMENT FOR BIDS
2	GENERAL CONDITIONS
3	SPECIAL CONDITIONS
4	BID FORM
5	AGREEMENT
6	TOWN RESOLUTION # 09-29
7	DRUG FREE WORKPLACE
8	NON-COLLUSIVE AFFIDAVIT
9	PUBLIC ENTITY CRIMES
10	INSURANCE AND LICENSES



**CONTRACT
DOCUMENTS**

**ADVERTISEMENT FOR
BIDS**

**TOWN OF CUTLER BAY
INVITATION TO BID
09-04**



REPLACEMENT & INSTALLATION OF SIDEWALKS

**SUBMITTAL DATE: WEDNESDAY, FEBRUARY 25, 2009
TIME: 10:00 A.M.**

INVITATION TO BID
09 - 04
REPLACEMENT & INSTALLATION OF SIDEWALKS
TOWN OF CUTLER BAY

The Town of Cutler Bay is requesting proposals from qualified firms to provide for the Replacement & Installation of Sidewalks for the Town of Cutler Bay. Interested firms should visit the Town's website at www.cutlerbay-fl.gov to obtain the Invitation to Bid package. Packages may also be picked up at the following location:

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

Sealed submittals including one (1) original and four (4) copies of the submittals must be received no later than **10:00 a.m. on Wednesday, February 25, 2009** and be clearly marked on the outside, "**ITB 09-04 Replacement & Installation of Sidewalks**", by **Erika Gonzalez-Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189**. Late submittals and electronic submittals will not be accepted.

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 such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

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

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

Steven J. Alexander
Town Manager



ITB 09-04



**CONTRACT
DOCUMENTS**

GENERAL CONDITIONS

Town of Cutler Bay
REPLACEMENT & INSTALLATION OF SIDEWALKS
ITB 09-04
DUE DATE: WEDNESDAY, FEBRUARY 25, 2009
TIME: 10:00 AM

The following General Conditions will apply to this ITB and any subsequent contract awarded pursuant to it.

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents and four (4) copies of the entire package must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid and copies must be submitted in a sealed envelope clearly marked with the Bid Title to the Town Clerk, Erika Gonzalez-Santamaria, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189 until 10:00 a.m., local time on date due.

1.2 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to the Town.

1.3 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Bidders are to list discounts to be given the Town for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.3.1 TAXES:

The Town of Cutler Bay is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

1.3.2 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.3.3 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.3.4 BID'S CONDITIONS:

The Town reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Town of Cutler Bay, Florida.

1.4 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.6 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Public Works Department, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189.

1.7 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the Town, Monday through Friday, excluding holidays.

1.8 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Town Clerk's Office, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189, Telephone (305) 234-4262.

1.9 TOWNS RIGHTS:

The Town of Cutler Bay reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the Town; to workshop or negotiate any and all proposals, to waive irregularities; to request re-proposals on the required materials or services; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town or who has failed to perform faithfully any previous contract with the Town.

1.10 BID OPENING:

Bids shall be opened and publicly read in the Town Hall Conference Room, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

1.11 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage result from negligence by the Town. If the materials or services supplied to the Town are found to be defective or not conform to specifications, the Town reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.12 PAYMENT:

Payment will be made by the Town after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.13 DISPUTES:

The Town Clerk shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of Town Hall.

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

1.14 LEGAL REQUIREMENTS:

Federal, State, county and Town laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

1.15 INDEMNIFICATION:

The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts

ITB 09-04

or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the Town or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the Town is "Town of Cutler Bay". This official title shall be used in all insurance, or other legal documentation. Town of Cutler Bay is to be included as "Additional Insured" with respect to liability arising out of operations performed for Town of Cutler Bay by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

1.16 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the Town of Cutler Bay, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The Town of Cutler Bay, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.17 OSHA:

The bidder warrants that the product and services supplied to the Town of Cutler Bay, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.17A SAFETY PRECAUTIONS:

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

1.18 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.19 ANTI-DISCRIMINATION:

The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. Furthermore the bidder shall comply with all other state and local laws and policies that prohibit discrimination.

1.20 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto Town of Cutler Bay property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and Town of Cutler Bay building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the Town occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the Town will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

1.23 DEFAULT/FAILURE TO PERFORM:

The Town shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, the Town will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Town notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of litigation or arbitration arising from a default by the contractor, the contractor shall also be liable for all damages caused by its default which damages may include but not be limited to any and all costs incurred by the Town in completing the project, and damages arising out of the contractor's failure to adhere to the contract requirements and all attorney's fees and costs incurred by the Town in seeking legal relief for the default.

1.24 Other Causes for Termination:

The Town of Cutler Bay reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The Town has determined that such cancellation will be in the best interest of the Town to cancel the contract for its own convenience. In the event the contract is terminated for the Town's convenience the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the contract.
- B) Funds are not available to cover the cost of the services. The Town's obligation is contingent upon the availability of appropriate funds.

ITB 09-04

1.25 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to Accounts Payable, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189.

1.26 SUBSTITUTIONS:

The Town of Cutler Bay, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.27 FACILITIES:

The Town reserves the right to inspect the bidder's facilities at any time with prior notice.

1.28 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

1.29 APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between the Town of Cutler Bay and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the Town of Cutler Bay, Town Clerk at least seven (7) business days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the Town of Cutler Bay, Town Clerk. A copy of such Addendum will be sent via facsimile or electronic mail to each Bidder that has formally requested a copy of this ITB from the Town Clerk and provided contact information in the form of a facsimile number or electronic mail address. However, it is the bidder's responsibility to ensure that it has received and reviewed all addenda prior to submitting the bid and the Town shall not be responsible for failure to send addenda to bidders receiving the ITB. Bidders should acknowledge receipt of all addenda in the space designated on the bid form. In the event of conflict with the original Contract Documents, addenda shall govern all other Contract Documents to the extent specified. Subsequent addenda shall govern over prior addendum only to the extent specified.

1.31 AWARD OF CONTRACT:

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the Town of Cutler Bay. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) A Non-exclusive contract may be awarded and Bidder(s) understand that this type of contract shall not be construed as an exclusive arrangement and further agrees that the Town may, at any time, secure similar or identical services at its sole option.

C) The Town shall award a contract to a Bidder through action taken by the Town Council or the Town Manager.

D) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the Town of Cutler Bay and the successful Bidder.

E) While the Town of Cutler Bay may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the Town. If the Bidder is in default, the Town, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The Town may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

F) The Town reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

G) The Town reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Town departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid.

1.32 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Town of Cutler Bay, which consent may be withheld.

1.33 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

1.34 SPOT MARKET PURCHASES:

It is the intent of the Town to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.35 WARRANTIES OF USAGE:

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the Town's needs as they arise.

1.36 PUBLIC ENTITY CRIMES:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.37 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("ITB"), Request for Qualification ("ITB") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and

The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

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

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable ITB, ITB or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular ITB, ITB or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such ITB, ITB or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) communications with the Town Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Town Code;
- (9) responses to the Town's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any ITB award, ITB award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

1.38 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS:

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

Vendors' Campaign Contribution Disclosure:

1. General requirements:

(A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.

(B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.

(C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

(D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.

(E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

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

1.39 NON-COLLUSION:

Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

1.40 FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this bid becomes the property of the Town. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the Town. The Town has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

1.41 DRUG FREE WORKPLACE AFFIDAVIT:

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

END OF SECTION

REPLACEMENT & INSTALLATION OF SIDEWALKS

ITB 09-04

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The Town of Cutler Bay is actively seeking sealed bids from qualified contractors for the replacement and installation of new sidewalks on an as needed basis to the Town in full accordance with the specifications, terms and conditions herewith from a source(s) that will give prompt and efficient service.

2.2 TERM OF CONTRACT:

It is requested that the bidder quote fixed prices that will be guaranteed to the Town of Cutler Bay for the term of the contract. The term will be effective upon execution by both parties and shall continue for a period of three (3) years. At its sole discretion, the Town shall have an option to renew the contract upon the same terms and conditions for up to two (2) additional years. Renewals will be based on the successful bidder agreeing to the same terms and conditions and by filing written notice to the Town not less than ninety (90) days prior to renewal date of any adjustment in the contract amount. Contract renewal shall be based on satisfactory performance; mutual acceptance; and determination that the contract is in the best interest of the Town. This contract is not an exclusive contract.

No price increase will be accepted during the initial contract period. Renewal terms allow for a request for an increase at the time of renewal based on contractor's cost increase not to exceed three percent (3%). A written notice sent to the Town for approval of any increase prior to renewal accompanied by contractor's documentation to substantiate need for price increase. No more than one price increase will be accepted during the renewal period.

If during the contract period, the total C.P.I. decreases 3% or more, the contractor is required to extend to the Town a price decrease equal in percentage to the percentage of the index.

Orders will be placed to vendors on as-needed when needed basis to meet the Town's requirements.

2.3 METHOD OF AWARD:

The Town reserves the right to award to a primary and secondary contractor if it is in the best interest of the Town. These items and quantities are projections, and shall not be construed as a base bid or a guaranteed amount.

2.4 PAYMENT:

Payment will be processed upon final completion and acceptance, by the Town, of each assigned project. Payments will be made in accordance with Florida Prompt Payment – 45 days from receipt of invoice. No draws or partial payments will be made while work is in progress.

The Town will pay the contract price minus any liquidated damages and/or other damages to the Contractor upon final completion and acceptance.

Bidder must submit a lump sum price inclusive of all labor, parts/supplies, equipment needed to furnish, deliver, erect, install and connect completely all of the material and appliances described herein and in the drawings, and supply all other incidental material and appliances, tools, transportation, etc., required to make the work complete and to leave the area in first class operating condition.

2.5 COMPLETION TIME:

Contractor shall actively start each project within ten (10) calendar days after written Purchase Orders/task orders (furnished by mail or facsimile) and shall stipulate final completion time in consecutive calendar days prior to start of each task order.

The Work shall be carried on regularly and uninterruptedly with sufficient force to insure its completion with the time limit set. Failure to begin shall render the Contractor liable to the Town for the sum of One Hundred Dollars (\$100.00) per calendar day as liquidated damages for each

ITB 09-04

and every calendar day's delay in commencing work. For reasons satisfactory to the Town's Representative, the Town may waive any claims on the Contractor for the damages referred to.

The Town seeks a source of supply that will provide accurate and timely completion. The awarded contractor must adhere to completion schedules. If, in the opinion of the Public Works Director, the successful contractor fails at any time to meet the requirements herein, including completion requirements, then the contract may be cancelled upon written notification for default of contract.

2.6 FAILURE TO PERFORM:

If, in the opinion of the Town's representative, the Contractor refuses to begin work, improperly perform said work, or shall neglect or refuse to take out or rebuild such work, as shall have been rejected or as being defective or unsuitable, then Town's representative may notify the Contractor to repair and replace work immediately or discontinue all work under this Contract.

If at any time the Town's representative shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time then Town's representative may notify the Contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit this contract.

The Town may thereupon look to the next lowest and responsive and responsible contractor to complete the work or advertise for bids and let a contract for the uncompleted work in the same manner as was followed in the letting of this Contract and charge the cost thereof to the original Contractor upon his contract. **Any excess cost arising therefrom over and above the original contract price shall be charged to the Contractor.**

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder is awarded a contract under this proposal solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of contract; provided, however, that the bidder may offer incentive discounts from the fixed price to the Town at any time during the contractual term.

2.8 INSURANCE:

Bidders must submit with their proposal, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- 2.8.1 Worker's Compensation Insurance – as required by law
- 2.8.2 Employer's Liability Insurance - \$1,000,000 per occurrence
- 2.8.3 General Liability Insurance - \$1,000,000 per person and \$1,000,000 per accident for bodily injury
- 2.8.4 Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Town as additional insured.

2.9 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this proposal, contact: Town Clerk's Office, Facsimile: (305) 234-4251, e-mail: esantamaria@cutlerbay-fl.gov.

2.10 PERFORMANCE BOND:

The successful contractor(s) will be required to furnish a Performance Bond and Payment Bond for 100% of the total task order if it exceeds \$150,000, to be in the form of a Cashier's Check, made payable to the Town; a bond written by a surety company authorized to do business in

the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located Miami-Dade, Broward or Palm Beach County, be in the amount of the total task order and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Town. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor(s).

2.11 LIQUIDATED DAMAGES:

Purchase Orders will be issued and completion times will be mutually agreed upon between the contractor and the Town. Liquidated damages of \$100.00 per calendar day will be deducted from the contract sum for each and every calendar day's delay in commencing work or elapsing beyond the specified time for completion for each Purchase Order.

2.12 ITB CLARIFICATIONS:

Any questions or clarifications concerning this ITB shall be submitted in writing by mail or facsimile to the Town Clerk's Office, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189, FAX: (305) 234-4251. The ITB title/number shall be referenced on all correspondence. All questions must be received no later than seven (7) business days prior to the scheduled bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.13 CONDITIONS OF WORK:

If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town. Such property shall include but not limited to: roads, driveways (whether concrete or asphalt), approaches (whether concrete or asphalt), sod, walls, fences, water features, footings, underground utilities, shrubs, trees, etc.

Contractor shall submit to the Town authorized personnel for review, pictures or video of the work site(s) having pre-existing damage to roadways, driveways, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the contractor to make repairs per above paragraph.

Contractor shall notify the Town authorized personnel of any pre-existing damage to tree trunks or limbs before beginning work. Failure to do so shall obligate the contractor for tree removal, and canopy replacement as per D.E.R.M. codes, ordinances and or resolutions.

2.14 PROTECTION:

Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the contractor.

2.15 HOURS OF WORK:

Contractor will perform work Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding holidays unless prior approval is given by the Town.

2.16 EMPLOYEES:

Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the contractor shall be considered to be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the Town. The contractor shall supply competent and physically capable employees and the Town may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town. Town shall not have any duty to implement or enforce such requirements.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

2.17 PERMITS:

No permits are required; however, inspections shall be made in accordance with Section 03.1602 Quality Assurance.

Contractor shall verify all locations of underground utilities with Sunshine One Call, Peoples Gas, Southern Bell, AT & T, TCI cable, etc. prior to any work.

Contractor shall contact proper authorities for raising utility boxes (manhole covers, valve boxes, water meters, sanitary sewer clean-outs).

All work not stated herein shall be in compliance with the Florida Building Code and all other national, state, and local codes and regulations. All permits to be posted on job site.

All inspections shall be requested a minimum of twenty-four (24) hours prior to inspection. Inspection shall be required at the following stages of construction:

- a. Subgrade prep completion
- b. Sidewalk formed prior to pouring concrete
- c. Paving
- d. Final

2.18 WARRANTY:

The successful contractor will be required to warranty all materials and workmanship to be in compliance with the specifications.

2.19 REFERENCES:

Each bid must be accompanied by a list of five (5) references, of prior experience and similar work, which shall include contact person, e-mail address, telephone number and facsimile number. Local references are preferred, as the Town reserves the right to visit each reference submitted. It is the responsibility of the bidder to ascertain that the contact person will be responsive.

STATEMENT OF EXPERIENCE OF BIDDER form must be completed and returned with Bid Form.

2.20 BID SUBMITTAL:

All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting bid package, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Procurement Department.

2.21 BID BOND:

A certified or cashiers check drawn on a national or state bank, or bid bond, in a sum of \$50,000.00, shall accompany each Proposal as a guarantee that the Bidder will, if award is made, execute an Agreement to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The bid bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to: The Town of Cutler Bay.

2.22 LATE BIDS:

The Town of Cutler Bay cannot be responsible for bids received after opening time and encourages early submittal.

2.23 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the mandatory provisions of General or Special Conditions may cause the bid to be considered non-responsive. Bidders are advised to resolve any exceptions through the clarification and addendum process prior to bid submittal.

2.24 COMPLETE INFORMATION REQUIRED ON BID FORM:

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND ONE COPY of the Invitation to Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions. The following information shall be submitted:

STATEMENT OF BIDDER'S EXPERIENCE

PROOF OF INSURANCE

REFERENCES.

3.0 TECHNICAL SPECIFICATIONS

GENERAL SCOPE OF WORK – Contractor will not be required to replace or install less than a combined 100 linear feet of sidewalks within one square mile per task order and/or purchase order.

- A. The work includes removal of grass and other materials to prepare the ground for sidewalk installation. Additional tasks will include installation of Americans with Disabilities Act (ADA) compliant ramps at intersections of Streets and Avenues where indicated by the Town. All form work and site preparation shall be conducted with minimum impact and/or damage to the adjacent properties.
- B. Remove and dispose of existing trees as indicated by the Town. All trees to remain shall be preserved. See Tree Removal and Preservation Specifications. Size of tree will be paid based on proof from the contractor of size. If proof is not provided, the Town will make such determination of size deemed acceptable.
- C. New, five and six foot wide sidewalks shall be constructed per Typical Sidewalk Section Detail and Florida Accessibility Code for Building Construction, latest edition, and Section 522 of the FDOT-SSR&BC, latest edition and other requirement; as required.
- D. ADA compliant ramps shall be installed at intersections of Streets and Avenues within the ROW only, per Typical Handicap Ramp Layout Detail.
- E. Any disturbed swale areas, private property; other public property shall be re-sodded per Sod Specifications and graded properly as per specifications at the Contractor's expense.
- F. Any damage to the roadway, driveway approaches, driveways, abutting sidewalks, aprons surrounding catch basins, manholes, etc. shall be repaired at no expense to the Town, if determined by the Town to be repairs due to negligence or lack of coordination on the part of the Contractor. Re-paving shall be per Pavement Specifications and Miami-Dade County Public Works Manual.
- G. Drawings added include the following:
 - 1. Typical Drawings
- H. At the discretion and direction of the Town. Surveys will be required at each block where "new" sidewalks are to be installed to establish R.O.W. centerline and topographic data.

END OF SECTION

REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 031500
TEMPORARY FACILITIES

03.151 SECURITY

- A. The contractor is responsible for project security. Contractor shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deems effective, at contractor's cost.
- B. Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each work day and weekends.

03.152 SPECIAL CONTROLS

- A. Water Control:
 - 1. Keep excavations dry.
 - 2. Shape excavations, particularly piles of excavated material, so as to divert water from excavations and low spots.
- B. Erosion and Sedimentation Control:
 - 1. Prevent the pollution of land, air and water and control the erosion, washout and surface runoff of earth and stockpiled materials.
 - 2. Fill material shall contain no organic matter other than the normal organic component of topsoil.
 - 3. Immediately upon completion of final grading, stabilize graded areas with temporary or permanent vegetation, mulch, or paving.

03.153 MAINTENANCE OF TRAFFIC

- A. Control of vehicles and Persons:
 - 1. Provide trained personnel to assure the orderly flow of vehicular traffic during construction.
 - 2. Contractor shall submit a Maintenance of Traffic Plan (MOT) for review and acceptance by the Town when required.
 - 3. Upon completion of work each day the lanes shall be opened to traffic. Lane closure procedures shall be in accordance to the F.D.O.T. Standards.
 - 4. Ensure that private property driveways are usable upon completion of daily work.
- B. Limit of Operations:
 - 1. Any damage or alterations to areas outside the limit of operations shall be returned to original condition within 24 hours at no cost to the Town.

03.154 PROJECT IDENTIFICATION

- A. No signs, or advertisements will be allowed to be displayed on the premises without the approval of the Town's Representative.

03.155 PROJECT HOUSEKEEPING

- A. Trash Disposal
 - 1. Keep adjacent streets and site free from accumulations of waste materials and rubbish.
 - 2. Provide central waste area with containers for at least daily removal.

- B. Burning:
 - 1. Do not burn any trash or other material on site.
- C. Material Removal/Additional Soil:
 - 1. Excess material, including demolished material, roots from trees, excess earth and excess building materials are property of the contractor and shall be removed from site daily and legally disposed of.
 - 2. All material excavated or brought to the project for use/reuse shall be piled within the Public Right-of-Way in a location previously approved by the Town.
 - 3. The Contractor shall leave all locations in an acceptable manner once concrete has been poured. Contractor shall coordinate work to ensure that all sites are clean, sodded as required, and acceptable prior to mobilizing to other locations.
 - 4. The Contractor shall replace any sod, concrete and/or asphalt removed, damaged or displaced during demolition or performance of work at own expense.

03.156 QUALITY OF LIFE PRESERVATION

- A. Noise Control
 - 1. Contractor will use discretion whenever engaging in activities that might produce excessive noise and disturb residents in and around work areas.
 - 2. The Town shall have the right to impose reasonable limitations on the Contractor to prevent excessive noise and disturb residents in and around work areas.
- B. Access to Property:
 - 1. The Contractor shall at all times maintain meaningful access to a given property for residents of that property.
- C. Staging of Work
 - 1. All staging for work by the Contractor within the Town shall be first approved by the Town's department of public works.

END OF SECTION

[Space Left Intentionally Blank]

REPLACEMENT & INSTALLATION OF SIDEWALKS

SECTION 031600

POURED CONCRETE

Sidewalks & Handicap Ramps & Curbs

03.1601 DESCRIPTION

- A. Provide poured concrete at locations where no sidewalks or ramps exist to be per drawings and specifications
- B. Provide poured concrete in locations where existing sidewalk must be replaced per drawings and specifications, as directed.
- C. Provide curb cuts where proposed handicap ramps are installed and there is a conflict with existing curbs. Curb cuts shall allow for a three foot (3') transition up to either side of the handicap ramp. Any and all cuts shall commence and extend at least four feet (4') from both sides of the handicap ramp. All curbs shall be cut and transitioned in an acceptable manner. All surrounding pavement, sod, asphalt shall be restored to the existing elevation at the Contractor's expense.

03.1602 QUALITY ASSURANCE

- A. Testing and Inspection of Installation
 - 1. Concrete shall not be poured, placed or installed until such time as an inspection of all sites has taken place by the Town authorized personnel. Inspections shall be made to verify appropriate compaction of subbase and to check forms for line and grade.
 - 2. The Town will inspect the installation. If any concrete is found to be installed improperly, the Contractor will be required to remove and replace promptly. Upon notifications from the contractor, the Town will perform a re-inspection. Should additional concrete be found to be unsatisfactorily installed, and additional inspections required, these inspections shall be at the Contractor's cost, at the discretion of the Town.

03.1603 PRODUCTS

- A. Concrete
 - 1. Forms:
Steel, wood, or other suitable material of size and strength to resist movement during concrete placement. Conform to ACI 301.
 - 2. All Joints:
Joints must be scribed to help prevent cracking
 - 3. Concrete Mix Design:
Mix concrete in accordance with ASTM C94

Design Mix to produce normal-weight concrete consisting of Portland cement, aggregate and water to produce the following properties:
 - a. Compressive strength: 3000 psi, minimum at 28 days
 - b. Slump range: 4" to 6"
 - c. Air content: 5% to 8%
- B. Biobarrier
 - 1. Hort Enterprises – Ft. Lauderdale (954) 771-5761 or equal. Twelve inch (12") wide rolls.

03.1604 EXECUTION

- A. Inspect surfaces for conditions that will adversely affect the quality of installation. Do not proceed with the installation until adverse conditions have been corrected.
- B. Compact subbase surface immediately before placing concrete.
- C. Replace organic material with clean fill and installed up to 6" lifts and compact to a minimum of 95% compaction. Contractor shall submit type of clean fill for Town's approval prior to construction.
- D. The Town has the right to request compaction test at locations chosen by the Town.
- E. Concrete finishing:
 - a. Smooth surface by screeding and floating. Produce a uniform texture.
 - b. Work edges of slab to a ½" radius. Eliminate tool marks on concrete surface.
 - c. Broom finish after excess moisture has disappeared.

03.1605 INSTALLATION

- A. General: Comply with requirements Florida Accessibility Code for Building Construction, latest edition, and Section 522 of the FDOT-SSR&BC, latest edition and other requirement as required.
- B. All sidewalks and ramps shall be four inches (4") thick except across driveways, driveway approaches, and first five feet (5') of ramps closest to paved roadways where that shall be six inches (6") thick.
- C. Sidewalk elevation shall be two inches (2") above the crown of the road, at the back side of the sidewalk, and the pitch shall be ¼ inch per foot toward the road. Elevation may be adjusted, based on the existing grade, as approved by the Town.
- D. Contractor shall ensure that where handicap ramps are installed and there is a conflict with a curb that the curbing shall be cut back and transitioned for a distance of three feet (3') on either side of the ramps. The cut shall be provided at least one foot (1') behind the transition point. All modifications to the curb shall match existing curbs and shall be flush without exception.
- E. No wire or wire mesh shall be utilized within the public right of way. (R.O.W.).
- F. Concrete shall not be poured, placed, or installed until such time as an inspection of all sites has taken place as per Section 3.1602 QUALITY ASSURANCE. **IF ANY WORK OR PORTION OF WORK HAS NOT BEEN INSPECTED AS PER SECTION 3.1602, THAT PORTION OF WORK SHALL BE IMMEDIATELY REMOVED AND REPLACED ONCE THE INSPECTION HAS BEEN CONFIRMED AT NO COST TO THE TOWN.**
- G. Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of re-enforcing, dowel, and joint devices.
- H. Deposit and spread concrete in a continuous operation between transverse joints, as far as possible.
- I. Contractor shall replace all damaged or misaligned private walkways and driveways with a transition to the private property at 8 to 1 fill slope transition. All other locations shall have a 4 to 1 fill slope transition. Organic material can be used in areas outside walkways and driveways that require fill slopes. All costs associated with this task must be included in unit price.

- J. Avoid premature cracking by installing expansion joint where required.
- K. Utility boxes shall be raised to sidewalk elevations or flush with sidewalk as to prevent trip hazard.
- L. Install Biobarrier prior to forming and pouring concrete.
- M. Install Biobarrier at existing trees and new trees. Length of biobarrier shall be ten feet (10') long centered on the tree by twelve inch (12") deep at one inch to two inch (1"-2") below the top of the sidewalk. See Section 31800 for additional information.
- N. Concrete shall not be poured, installed or placed around manholes, cleanouts, or other structures until they are at required elevations and alignment. Contractor shall notify the Town in writing of manholes, cleanouts, or other items that may require relocation prior to pour.
- O. All sidewalk that the Town has determined to be replaced due to deterioration, cracking, uplifting, improper sloping, misalignments, grade, etc. will be removed and replaced as required by specification.
- P. Removal of existing sidewalk shall be performed by saw cutting the section of unacceptable sidewalk (as determined by the Town) at the nearest acceptable five foot (5') flag. New sidewalk shall be poured in its place as established by specifications.
- Q. All areas where existing sidewalk is to be replaced must be prepared and graded to match adjacent sidewalk flags.
- R. All replacement sidewalk sections shall be installed to match the existing sidewalk elevation.

END OF SECTION

**REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 031700
PROTECTION STORM DRAINS**

03.1701 PROTECTION

- A. All storm drain inlets must be protected from sediments entering the storm water conveyance system prior to disturbance to the area.
- B. All sediment and erosion control practices must be in accordance with the Florida Department of Environmental Protection Storm Water Sediment and Erosion Control Manual Section 4.08 (Storm Drain Protection Procedures) (Best Management Practices BMPs).

END OF SECTION

REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 031800
TREE REMOVAL & PRESERVATION

03.1801 REMOVALS

- A. **ONLY** the trees and/or shrubs that are deemed by the Town to interfere with the intent of the contract shall be removed or root pruned as needed. All cost associated with vegetation removal and/or root pruning shall be included with the unit price.
- B. The contractor shall be required to review the site prior to performance of work and ensure no conflicts exist. Any tree in conflict with the expected location of new sidewalk shall be reported to the Town for review.
- C. Remove trees and grind stumps and all surface roots to a minimum of 4" below grade.
- D. Restore the location where tree removals take place with soil and sod at grade.

03.1802 PRESERVATION

The following actions and precautions shall be done to protect any trees that will remain in all of the construction areas during construction. These trees shall be those located near new sidewalk installation.

- A. **Root Pruning**
 - 1. All existing trees shall be root pruned along the sidewalk prior to sidewalk removal, excavation and installation.
 - 2. The root cutting shall be clean with no tears with root pruning machine.
 - 3. The cut shall extend from the tree out 4 feet minimum in both directions, or as the field may permit to ensure the protection of the tree.
 - 4. The cut shall be 12 inches below grade.
 - 5. The cut shall be no wider than 3 inches.
- B. **Protective Barriers**
 - 1. Barriers shall be placed no less than 6 feet around each tree or no less than 1 foot from edge of street, sidewalk or driveway.
 - 2. Barriers shall be a minimum of 4 feet above ground level, constructed of wood, metal or rigid plastic, in the form of a fence. No barrier shall be secured in any way to the tree.
 - 3. Barriers shall be installed prior to construction and remain until the Town authorizes their removal.
 - 4. No excess oil, fill, equipment, building materials or debris shall be placed within the barriers.
 - 5. The existing grade within the barrier shall not be changed.

END OF SECTION

**REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 031900
SOD & INSTALLATION**

03.1901 MATERIALS

- A. Sod shall be St. Augustine 'Floritam', grade A.
- B. Sod shall be weed and insect free.

03.1902 INSTALLATION

Those areas disturbed as a consequence of sidewalk installation and those areas disturbed as a consequence of Contractor mobilization and stock piling shall be restored promptly at Contractor's expense.

The Contractor shall not utilize methods of mobilization or execution of work that impacts private/public areas excessively and/or in a manner that is unacceptable to the Town. Contractor shall ensure that all private and/or public areas impacted by the mobilization, stock piling, or lack of coordination as interpreted by the Town are restored at no cost to the Town.

- A. Only damaged areas of swales or private property shall be replaced. Where sidewalks require to be elevated above existing grade, swales shall be graded to a 12 to 1 fill slope with sod.
- B. Sodded areas shall have any compaction relieved, raked smooth and rocks or debris removed.
- D. Areas along the street and sidewalk shall be 2" inches below that surface so installed sod will be level with that surface.
- E. Sod will be laid tightly together, and cut to a uniform edge along hard surfaces and around trees or palms. The sod around trees or palms shall be laid encircling to within 18 inches, or up to the berm surrounding newly installed trees or palms.
- F. Sod shall be watered within one hour of installation and shall be maintained moist.

03.1903 QUALITY ASSURANCE

- A. No sub-par sod, or broken pieces will be accepted, and shall be removed from the site daily.
- B. No yellow sod will be accepted.
- C. Sod shall not be placed together with scraps that do not contain sufficient roots to sustain growth.
- D. Contractor is responsible for his own square foot take-offs to provide 100% sod coverage throughout the scope of the project.
- E. Rejected areas will be removed and replaced immediately, and all sod maintained until final acceptance.

END OF SECTION

**REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 032000
PAVEMENT**

03.2001 PAVEMENT

- A. Pavement repairs of driveway approaches and section of driveways affected by installation of sidewalks shall be re-installed with one inch (1") of asphalt in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction & Maintenance for Streets & Highways, latest edition.
- B. Concrete repairs shall be limited to damage which results as part of construction and elevation changes of the new sidewalk.

03.2002 EXECUTION

- A. Contractor shall repair asphalt/concrete driveway approaches where existing approaches are damaged by construction process. Contractor shall photograph all existing approaches and sidewalks prior to starting construction or risk repairing at his cost.

03.2003 QUALITY ASSURANCE

- A. Testing and Inspection of Installation
 - 1. The Town will inspect the installation. If any asphalt or concrete is found to not be installed adequately, the Contractor will be required to remove and replace promptly. Upon notifications from the contractor, the Town will perform a re-inspection. Should additional asphalt be found to be unsatisfactorily installed, and additional inspections are required, these inspections shall be at Contractor's cost, at the discretion of the Town.

END OF SECTION

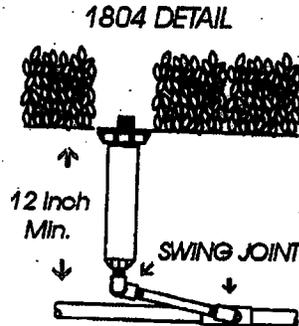
**REPLACEMENT & INSTALLATION OF SIDEWALKS
SECTION 032200
IRRIGATION**

03.2201 CONDITIONS

- A. Contractor is responsible for identifying any irrigation piping that residents may have either in the swale or along the existing sidewalk. Any irrigation piping, sprinklers or wiring must be replaced to the residents' satisfaction.
- B. Contractor shall identify and document all locations and notify the Town's authorize personnel of any existing irrigation systems. Documents will be used by the Town's authorize personnel for inspection to verify satisfactory repairs or replacements.

03.2202 INSTALLATION

- A. Any piping that is removed shall be replaced with equal size PVC; PR160 or PR200. Schedule 40 PVC fittings shall be used.
- B. Sprinklers shall be Rainbird 1804, mounted with swing joints, with the appropriate pattern of nozzle (see detail 1804)



END OF SECTION

REPLACEMENT & INSTALLATION OF SIDEWALKS SECTION 032300 FENCING

03.2301 CONDITONS

- A. Contractor is responsible for identifying any existing fencing that residents may have either in the swale or along the existing sidewalk. Any fencing must be relocated to the Town's satisfaction.
- B. Contractor shall identify and document all locations and notify the Town's authorized personnel of any existing fences. Documents will be used by the Town's authorized personnel for inspection to verify satisfactory re-location.

03.2302 INSTALLATION

- C. Any fencing that is removed shall be replaced with like material or re-located in compliance with applicable codes and regulations.
- D. Contractor shall adjust heights of existing fence gates when the sidewalk elevation conflicts with their use.

END OF SECTION



CONTRACT DOCUMENTS

BID FORM

BID FORM

PROJECT:

REPLACEMENT & INSTALLATION OF SIDEWALKS
TOWN OF CUTLER BAY
ITB 09-04

BID SUBMITTED TO:

TOWN OF CUTLER BAY
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

BID SUBMITTED BY:

JA + M Developing Corp
15841 Pines Blvd. #196
Pembroke Pines, FL 33027
Phone 305-779-5167 Fax 305-779-5167

Items	Price per UOM	Est. Quantity	Total
Bonds Projects \$150,000 or more	\$ 11622	1	11622
Construct new 5' wide Sidewalk 4" depth (includes restoration)	\$ 32 - Linear Ft.	1000	32000
Construct new 5' wide Sidewalk 6" depth (includes restoration)	\$ 34 - Linear Ft.	200	6800
Construct new 6' wide Sidewalk 4" depth (includes restoration)	\$ 36 - Linear Ft.	500	18000
New 6' wide Sidewalk 6" depth (includes restoration)	\$ 38.50 Linear Ft.	100	3850
Tree Root Pruning/Biobarrier Installation	\$ 86.21 Per tree	350	30173
Tree Removal Dia. @ breast hgt. 4.5' above grade			
0 to 8"	\$ 300 - Per tree	20	6000
8" + to 18"	\$ 350 - Per tree	15	5250
18" + to 30"	\$ 500 - Per tree	15	7500
30" +	\$ 650 - Per tree	15	9750
(includes restoration)			

Items	Price per UOM	Est. Quantity	Total
Installation of Handicap Ramps @ existing Sidewalk – including ADA detectable warning surface (4' x 2' @ each) (includes restoration)	\$ 275 - EACH	750	206,250
Installation of Handicap Ramps @ New Sidewalk – including ADA detectable warning surface (4' x 2' @ each) (includes restoration)	\$ 220 - EACH	200	44000
R.O.W. Survey (to establish property lines)	\$ 3.34 Linear Ft.	300	1002
Curb Cuts (inc. restoration)	\$ 60 - Each	50	3000
Concrete Curb and Gutter (Type "F")	\$ 10.29 Linear Ft.	400	4116
Concrete Curb (Type "D")	\$ 6.75 Linear Ft.	400	2700
Replacement of existing 4" Thick 5' wide Sidewalk Flag (Disposal/Restoration)	\$ 21.50 Linear Ft.	4,800	103200
Replacement of existing 6" Thick 5' wide Sidewalk Flag (Disposal/Restoration)	\$ 25.25 Linear Ft.	1,600	40400
Replacement of existing 4" Thick 6' wide Sidewalk Flag (Disposal/Restoration)	\$ 23 - Linear Ft.	600	13800
Replacement of existing 6" Thick 6' wide Sidewalk Flag (Disposal/Restoration)	\$ 27 - Linear Ft.	200	5400
Relocation Fence (chain link)	\$ 17.67 Linear Ft.	700	12369
Irrigation System Restoration	\$ 14 - Pipe/Linear Ft	300	4200
Sch. 40 PVC Pipe	\$ 85 - Rainbird/swing joints/each	50	4250
Compaction Test	\$ 50 Each	150	7500
Replace existing meter boxes (as directed)	\$ 120 Each	80	9600

The above proposals includes the total cost to complete the Work including but not limited to materials (i.e. vegetation, concrete, asphalt, etc.), labor, equipment, bonds, etc. indicated in the drawings, specifications, addenda, and any other contract documents.

I. NOTES TO BIDDERS:

1. Bidder shall fill in the entire Bid Form; No spaces are to be left blank.
2. The Town reserves the right to utilize any combination of the base proposals, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and Town's available project budget.

II. BIDDER'S REPRESENTATION

1. The undersigned BIDDER proposes and agrees, if this Proposal is accepted, to enter into an agreement with TOWN to perform and furnish all Work as specified or indicated in the Bid Documents for the Proposed price and within the Bid times indicated in this Proposal and in accordance with the other terms and conditions of the Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation To Bid and General/Special Conditions, including without limitation those dealing with disposition of Proposal security. This Proposal will remain subject to acceptance for ninety (90) days after the day of Bid opening.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Documents that:

(A) BIDDER has examined and carefully studied the Bid Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

No addendums listed as of 2:15pm on 2/24/09
Only Question Responses #1 thru 2

(B) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(C) BIDDER has given Town Clerk's Office written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Documents and the written resolution thereof by TOWN is acceptable to BIDDER, and the Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

(H) This Proposal is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER

has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Proposal; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over TOWN.

4. BIDDER agrees that the Work: will be substantially complete per schedule within the Documents and completed and ready for final payment in accordance with the Documents within agreed upon, per each task order, in consecutive calendar days.

5. The following documents are attached to and made a condition of this Proposal:
- (A) A tabulation of Subcontractors, Suppliers, if applicable and other persons and organizations required to be identified in this Proposal
 - (B) Required CONTRACTOR'S Qualification Statement with support data
 - (C) Statement of BIDDER'S experience
 - (D) References, Insurance Certificates, Licenses

6. Communications concerning this Bid shall be addressed to:
The address of BIDDER indicated below
The following address:

7. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions

SUBMITTED on February 25, 2009

State CONTRACTOR License No. CGC 1516490

If PROPOSER is:

An Individual

By NIA (SEAL)
(Individual's Name)

doing business as NIA
Business address NIA

Phone & Fax No. P NIA F NIA

A Partnership

By NIA (SEAL)
(Firm Name)

NIA
(General Partner)

Business address NIA

Phone & Fax No. P NIA F NIA

A Corporation

By

JA + M Developing Corp (SEAL)
(Corporation Name)

Florida

(State of Incorporation)

By

Annie Mecias

(Name of Person Authorized to Sign)

Owner

(Title)

(Corporate Seal)

Attest:

[Signature]
(Secretary)

Business address

15841 Pines Blvd # 196

Rembrock Pines, FL 33027

Phone & Fax No.

P 305-779-5187 F 305-779-5167

Date of Qualifications to do business is

August 1, 2005

A Joint Venture

By

N/A

(Name)

N/A

(Address)

By

N/A

(SEAL)

(Name)

N/A

(Address)

Phone & Fax number and Address for receipt of official communications

N/A

N/A

N/A

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in manner indicated above)

The following individuals are the designated contacts assigned to the Town:

REGULAR WORK HOURS:

Name: Annie Mecias

Address: 16277 NW 13th St, Pembroke Pines, FL 33028

Telephone: (754) 204-6449

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: Annie Mecias

Address: 16277 NW 13th St, Pembroke Pines, FL 33028

Telephone: (754) 204-6449



**CONTRACT
DOCUMENTS
AGREEMENT**

**AGREEMENT
BETWEEN
THE TOWN OF CUTLER BAY
AND
J A & M DEVELOPING CORPORATION**

THIS AGREEMENT (this "Agreement") is made effective as of the ___th day of _____, 2009 (the "Effective Date"), by and between the **TOWN OF CUTLER BAY, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **J A & M DEVELOPING CORPORATION** a Florida corporation (hereinafter the "Contractor").

WHEREAS, the Contractor and the Town, through an ITB selection process, have agreed that Contractor will provide contracting services with regard to the repair and installation of sidewalks within the Town of Cutler Bay, Florida (the "Project(s)"); and

WHEREAS, the Town desires to engage the Contractor to perform the services and provide the deliverables as specified below.

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

1. **Scope of Services.**

1.1. The Contractor shall furnish services and provide deliverables for the Project as described in Attachment A (the "ITB") attached hereto and made a part hereof.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for a period as set forth in the Project Description.

3. **Compensation and Payment.**

3.1 Contractor shall be paid on a "Purchase Order" basis in accordance with the terms of this Agreement, the ITB, and the Project Description.

4. **Subcontractors.**

4.1 Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project(s).

4.2 Any subcontractors used on the Project(s) must have the prior written approval of the Town Manager or designee.

5. **Town's Responsibilities.**

- 5.1 Furnish to Contractor, at the Contractor's written request, all available data pertinent to the Project(s) to be provided by Contractor, in possession of the Town.
- 5.2 Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform the Project(s) as may be requested in writing by the Contractor.

6. **Contractor's Responsibilities.**

- 6.1 In addition to those responsibilities detailed in the ITB, the Contractor shall exercise the same degree of care, skill and diligence in the completion of the Project(s) as is ordinarily provided by a contractor under similar circumstances. If at any time during the Term of this Agreement or within one (1) year from the completion of the Project, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the ITB or Project Description for the Project, upon written notification from the Town Manager, the Contractor shall at Contractor's sole expense, immediately correct the work.

7. **Termination.**

- 7.1 The primary default and termination provisions are contained within the ITB.
- 7.2 Upon receipt of the Town's written notice of termination, Contractor shall stop work on the Project(s) unless directed otherwise by the Town Manager.
- 7.3 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project(s) to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

8. **Insurance.**

- 8.1 Contractor shall secure and maintain, throughout the duration of this Agreement, all insurance as set forth in the ITB.

9. **Notices/Authorized Representatives.**

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

For the Town: Steven J. Alexander – Town Manager
Town of Cutler Bay
10720 Caribbean Blvd, Suite# 105
Cutler Bay, FL 33189

For The Contractor: Annie Mecias – Owner
J A & M Developing Corporation
6625 Miami Lakes Drive, Suite# 223
Miami Lakes, FL 33014

10. **Entire Agreement/Modification/Amendment.**

10.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

10.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

10.3 This Agreement shall include the terms of the ITB and Project Description attached hereto and made a part hereof.

10.4 To the extent that any terms of this Agreement conflict with the terms of the ITB and Project Description, the terms of the ITB and Project Description shall prevail.

11. **Ownership and Access to Records and Audits.**

11.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Services to the Town under this Agreement shall be the property of the Town.

11.2 The Town Manager or his designee shall, during the Term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any

Records of the Contractor involving transactions related to this Agreement.

12. **Severability.**

12.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

13. **Independent Contractor.**

13.1 The Contractor and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

14. **Waiver.**

14.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

15. **Survival of Provisions.**

15.1 Any terms or conditions of either this Agreement that require acts beyond the date of the Term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

16. **Prohibition of Contingency Fees.**

16.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

17. **Counterparts.**

17.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Contract on the first date as written above.

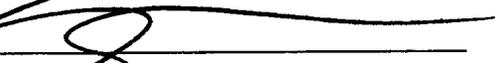
OWNER

Town of Cutler Bay

ADDRESS

10720 Caribbean Blvd.
Suite # 105
Cutler Bay, Florida 33189

BY



Steven J. Alexander

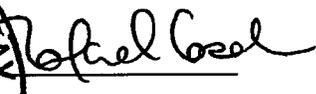
Print Name

Town Manager

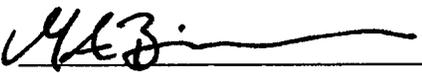
Title



WITNESS



(CORPORATE SEAL)



Town Attorney

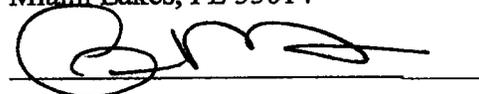
CONTRACTOR

J A & M Developing Corporation

ADDRESS

6625 Miami Lakes Drive
Suite# 223
Miami Lakes, FL 33014

BY



Annie Mecias

Print Name

owner

Title

WITNESS



(CORPORATE SEAL)



Authorizing Town Resolution# 09-29
(Adopted April 15, 2009)

ATTACHMENT "A"

**TOWN OF CUTLER BAY
PUBLIC WORKS DEPARTMENT
INVITATION TO BID
09-04**

**REPLACEMENT & INSTALLATION
OF SIDEWALKS**



FIRST SEALORD SURETY, INC.

Principal Office
789 E. Lancaster Avenue
Villanova, PA 19085
610.664.2324

PERFORMANCE BOND

Bond No. 09-4126

KNOW ALL MEN BY THESE PRESENTS that we, JA & M Development Corp.

as Principal (hereinafter called Contractor), and FIRST SEALORD SURETY, INC., a corporation duly organized under the laws of the Commonwealth of Pennsylvania, as Surety (hereinafter called Surety), are held and firmly bound unto

Town of Cutler Bay

as Obligee (hereinafter called Owner), in the amount of Five Hundred Ninety Two Thousand Seven Hundred Thirty Two Dollars 50/100 Dollars (\$ 592,732.50)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ (dated no later than this bond), entered into a contract with Owner for Replacement and Installation of Sidewalks ITB#09-04

the total contract amount being \$592,732.50 and in accordance with drawings and specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by Owner.

Whenever Contractor shall be, and declared by Owner to be in default and terminated under the Contract, Owner having performed Owner's obligations thereunder, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if Owner elects, upon determination by Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

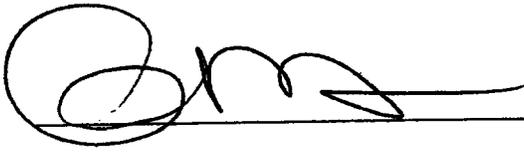
No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and dated this 18 day of May, 20 09.

JA & M Development Corp.

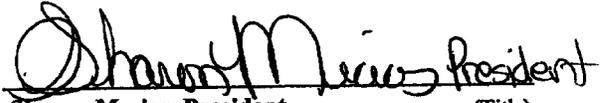
PRINCIPAL

(Seal)



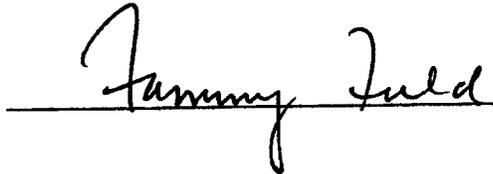
(Witness)

By:


Sharon Mecias President (Title)

FIRST SEALORD SURETY, INC.

By:



(Witness)


Michele Council (Attorney-in-Fact)

UNAUTHORIZED COPY UNAUTH

First Sealord Surety, Inc.
Power of Attorney

Power No: MIA-0495-09-05739

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania; (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint Michele Council and/or Gladys Keith all of Lake Placid, Florida its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** Not To Exceed Five Million Dollars-----(\$5,000,000.00) *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal and in the acts of said Attorney-in-Fact pursuant to the authority hereby given and hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by any other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

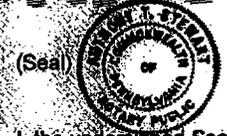
Attest: [Signature] Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By: [Signature] Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc. the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation and the seal affixed to said instrument is such corporate seal that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereon as Vice President of said Corporation by like authority.



(Seal)

[Signature] - Notary Public

Notarial Seal
Anthony T. Stewart, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Aug. 8, 2010
Member, Pennsylvania Association of Notaries

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws shall be deemed authorizing an attorney-in-fact to sign in the name and on behalf of the Corporation any bonds, undertakings and other instruments described in said Section 12-1 with like effect as if such seal and such signature had been manually affixed and made."

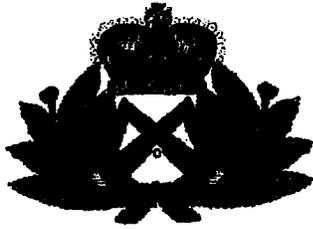
In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents
this 18th day of May, 2009.

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 09-4126), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

[Signature] Gary L. Bragg, Secretary

UNAUTHORIZED COPY UNAUTH



FIRST SEALORD SURETY, INC.

Principal Office
789 E. Lancaster Avenue
Villanova, PA 19085
610.664.2324

LABOR & MATERIAL PAYMENT BOND

Bond No. 09-4126

KNOW ALL MEN BY THESE PRESENTS that we, JA & M Developing Corp.

as Principal (hereinafter called Principal), and FIRST SEALORD SURETY, INC., a corporation duly organized under the laws of the Commonwealth of Pennsylvania, as Surety (hereinafter called Surety), are held and firmly bound unto

Town of Cutler Bay

as Obligee (hereinafter called Owner), for the use and benefit of claimants as herein below defined, in the amount of Five Hundred Ninety Two Thousand Seven Hundred Thirty Two Dollars 50/100 Dollars (\$ 592,732.50)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ (dated no later than this bond), entered into a contract with Owner for Replacement & Installation of Sidewalks ITB#09-04

the total contract amount being \$592,732.50 in accordance with drawings and specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with Principal or with a Subcontractor of Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with Principal, shall have given written notice to any two of the following: Principal, Owner, or Surety above named, within ninety (90) days after such claimant did or performed

the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Principal, Owner, or Surety, at any place where an office is regularly maintained for the transactions of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which the claimant last supplied labor or material or both, used or reasonably required for use in the performance of the Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to equal to the minimum period of limitation permitted by such law.

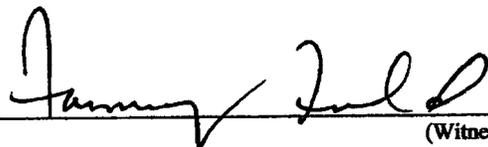
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed, sealed and dated this 18 day of May, 20 09.



(Witness)



(Witness)

JA & M Development Corp.
PRINCIPAL

By: 
Sharon Mecias President (Title)



FIRST SEALORD SURETY, INC.

By: 
Michele Council (Attorney-in-Fact)

UNAUTHORIZED COPY UNAUTH

First Sealord Surety, Inc.
Power of Attorney

Power No: MIA-0495-09-05739

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint Michele Council and/or Gladys Keith all of Lake Placid, Florida its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

Not To Exceed Five Million Dollars (\$5,000,000.00)
Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal, and as the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2005 with all Amendments thereto and are still in full force and effect:

Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

WHEREOF First Sealord Surety, Inc. has caused these presents to be duly signed with its corporate seal to the hereunto attached and duly attested this 20th day of January, 2004.



(Seal)

Attest:

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

Joel D. Coopersman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Coopersman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., that he knows the corporate seal of the said Corporation, that he knows the name and office of the said Corporation, and that he knows the name thereof as Vice President of said Corporation by the authority of the Board of Directors of said Corporation.

(Seal)



Anthony T. Stewart, Notary Public

Notary Public

Notary Seal: Anthony T. Stewart, Notary Public, Lower Merion Twp., Montgomery County, My Commission Expires Aug. 6, 2010

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws of First Sealord Surety, Inc. shall be deemed to be the acts of said Corporation and such signature shall be deemed to have been manually affixed and made.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents this 18 day of May, 20 2009

his power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 09-4126 the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.)

Gary L. Bragg, Secretary

Original Copy



**CONTRACT
DOCUMENTS**

TOWN RESOLUTION # 09-29

RESOLUTION NO. 09-29

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT TO PROVIDE FOR REPLACEMENT AND INSTALLATION OF SIDEWALKS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST RANKED CONTRACTOR J A & M DEVELOPING CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cutler Bay ("Town") finds that it is both necessary and appropriate to retain a contractor to repair and replace damaged sidewalks that were identified in the Road & Sidewalk Assessment Report; and

WHEREAS, the Town Council authorized the issuance of a Invitation to Bid (ITB) 09-04 for Replacement & Installation of Sidewalks; and

WHEREAS, the ITB resulted in fifteen (15) bids being received prior to the February 25, 2009 deadline; and

WHEREAS, pursuant to the ITB competitive selection process utilized by the Town and the recommendation of the Town Manager, the Town Council desires to utilize the services of first ranked firm, J A & M Developing Corporation (the "Contractor"), to provide replacement and installation of sidewalks; and

WHEREAS, should the negotiations be unsuccessful with the Contractor fail, the Town Council desires to obtain the services of Tran Construction (the "Alternative Contractor") as the second-ranked firm; and

WHEREAS, the Town Attorney's Office has reviewed the terms of the agreement with Contractor or Alternative Contractor, attached as Exhibit "A", and has determined that it is legally sufficient; and

WHEREAS, the Town Manager has determined in accordance with Section 3.10 of the Town Charter and the Town purchasing ordinance that there is a sufficient unencumbered budget appropriation within the department to pay for this agreement, and the Town Manager has made a written recommendation to the Council for its approval; and

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, THAT:

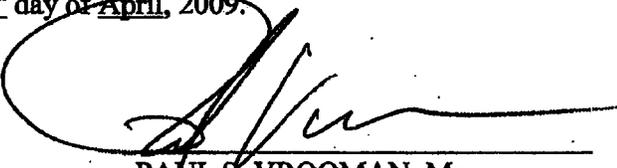
Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of the Agreement. The Town Council hereby approves the agreement with the first-ranked firm, J A & M Developing Corporation, and in the alternative with the second-ranked firm, Tran Construction, for replacement and installation of sidewalks, which incorporates Invitation to Bid 09-04 and associated documents, in substantially the form attached hereto as Exhibit "A" (the "Agreement").

Section 3. Town Manager Authorized. The Town Manager is authorized, on behalf of the Town, to negotiate and execute the Agreement for replacement and installation of sidewalks with the first-ranked firm, J A & M Developing Corporation, for replacement and installation of sidewalks, in substantially the form attached hereto as Exhibit "A". In the event the Town Manager is unable to execute a contract in substantially the form attached hereto with J A & M Developing Corporation then the Town Manager may negotiate and execute the Agreement with Tran Construction as the second-ranked firm. The Town Manager is authorized to execute the Agreement without further Town Council action and once approved by the Town Attorney as to form and legal sufficiency.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 15th day of April, 2009.

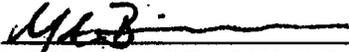

PAUL S. VROOMAN, Mayor

Attest:


ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:


WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.
Town Attorney

Moved By: Councilmember Meerbott
Seconded By: Councilmember Bell

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	<u>YES</u>
Vice Mayor Edward P. MacDougall	<u>YES</u>
Councilmember Peggy R. Bell	<u>YES</u>
Councilmember Timothy J. Meerbott	<u>YES</u>
Councilmember Ernest N. Sochin	<u>YES</u>



**CONTRACT
DOCUMENTS**

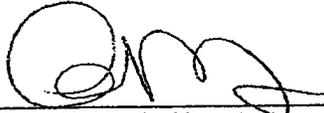
DRUG FREE WORKPLACE

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service from businesses that are not located within the Town of Cutler Bay are received by the Town for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

2/24/09

Date



**CONTRACT
DOCUMENTS**

NON-COLLUSIVE AFFIDAVIT



NON-COLLUSIVE AFFIDAVIT

State of Florida

SS:

County of Miami - Dade

Annie Mecias being first duly sworn, deposes and says

that:

(1) He/she is the (Owner) Partner, Officer, Representative or Agent) of:

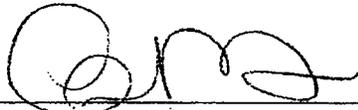
JA+M Developing Corp the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Contractor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Town of Cutler Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

_____ By: 

_____ Annie Mecias
(Printed Name)

_____ Owner
(Title)



ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 24 day of February, 2009, before me, the undersigned

Notary Public of the State of Florida personally appeared Annie Mecias

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Marvel Baez

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



(Name of Notary Public: Print, Stamp or Type as commissioned.)
 Personally known to me, or
 Produced identification:

DRIVERS License
(Type of Identification Produced)

Did take an oath. or
 Did not take an oath.



**CONTRACT
DOCUMENTS**

PUBLIC ENTITY CRIMES



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

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, FLORIDA

By Annie Mecias

For JA + M Developing Corp.

Whose business address is: 15841 Pines Blvd. #196 Pembroke Pines, FL 33027

And (if applicable) its Federal Employer Identification Number (FEIN) is: 20-5733931

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # N/A)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), 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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and 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 of 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, non jury trial, or entry of a plea or guilty or nab contenders.



4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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 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 or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal 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 management of any entity.

Signed, sealed and delivered

In the presence:

By:

Annie Mecias

(Printed Name)

owner

(Title)



ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 24 day of ^{February} 2009, before me, the undersigned Notary Public of the State of Florida personally appeared Annie Medias and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Marivel Baez
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)

Personally known to me, or
 Produced identification:

DRIVERS License

(Type of Identification Produced)

Did take an oath. or
 Did not take an oath.



CONTRACT DOCUMENTS

INSURANCE AND LICENSES

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2009

PRODUCER (305)822-7800 FAX (305)822-1621
Collinsworth, Alter, Fowler, Dowling & French
P. O. Box 9315
Miami Lakes, FL 33014-9315
Edith Calderin

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED JAM Developing, Corp.
15841 Pines Blvd.
Suite 196
Pembroke Pines, FL 33027

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Century Surety Company
INSURER B: Harleysville Mutual Insurance
INSURER C: Crum & Forster
INSURER D: Bridgefield Employers Ins Co
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	ADD'L INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 BI/PD DED PER CLAIM GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CCP564937 BLANKET ADDTL INSD WAIVER OF SUBROGATION	09/12/2008	09/12/2009	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,00 MED EXP (Any one person) \$ 5,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP & COLL DED \$500 EACH	BA00000068310A	09/12/2008	09/12/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	XS0101084	09/12/2008	09/12/2009	EACH OCCURRENCE \$ 3,000,00 AGGREGATE \$ 3,000,00 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83039940	09/12/2008	09/12/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Town of Cutler Bay, Florida is hereby named Additional Insured under the Terms of the General Liability policy referenced above.

CERTIFICATE HOLDER

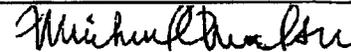
Town of Cutler Bay
10720 Caribbean Blvd.
Suite 105
Cutler Bay, FL 33189

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael Nielson/EDITH



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AC# 4173854

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08120500391

DATE	BATCH NUMBER	LICENSE NBR
12/05/2008	000000000	QB64346

The BUSINESS ORGANIZATION
Named below IS QUALIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2009
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)
JA & M DEVELOPING CORP
15841 PINES BLVD
HOLLYWOOD FL 33027

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY

AC# 4160759

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08120100117

DATE	BATCH NUMBER	LICENSE NBR
12/01/2008	070475675	CGC1516490

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

NECIAS, ANNIE
JA & M DEVELOPING CORP
6625 MIAMI LAKES DRIVE
#223
MIAMI LAKES FL 33014

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY