

PROPOSAL

PROJECT NAME: BUILDING DEMOLITION AT 5100 NE 12TH TERRACE
CITY OF OAKLAND PARK

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

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, and/or subsurface investigations that he has made, has fully satisfy himself in regard to all conditions pertaining to such site and he assumes full responsibility therefor; that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he has examined the other Contract Documents relating thereto, including the Invitation to Bid, Instructions to Bidders, Proposal, Bid Security, Contract, Performance and Payment Bond, General and Special Conditions, Technical Specifications, Drawings and has read all Addenda prior to the opening of bids, and that he is fully satisfied relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and Agrees, if this Proposal is accepted, to Contract with the City of Oakland Park (City) in the form of Contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tolls, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form, and that the deductions for liquidated damages, also stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the City for additional costs to the City resulting from the work not being completed within the time limits stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds and the required Certificates of Insurance, within ten consecutive calendar days after receipt of written notice from the City of the award of the Contract. The undersigned agrees that in case of failure on his part to execute the said Contract and the Performance and Payment Bond within the ten consecutive calendar days after the Award of the Contract, the Bid Security accompanying the bid and the money payable thereon shall be paid into the fund of the City of Oakland Park, as liquidation of damages sustained by the City; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Performance and Payments Bonds are filed.

The undersigned agrees to accept in full compensation for completion of the project in accordance with the Contract Documents, the total of the lump sum cost of the project.

BID FORM

Acknowledgement is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1 Dated: 05/13/2019 Addendum No. Dated:

Addendum No. Dated: Addendum No. Dated:

Pricing

CONTRACTOR agrees to furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete said the work as specified in Scope of Work section of the bid document. Price is to include all labor, equipment, material, supplies. Permits and any other costs associated with this project

TOTAL LUMP SUM BID PRICE

\$ 976,000.00 -

Written total lump sum bid price Nine hundred and seventy six thousand dollars.

*Additional Demolition /Removal .40 /cy

Bid Bond

Attached hereto is a Bid Bond, or cashier's check on the Bank of _____ for the sum of

_____ Dollars (\$ _____), made

payable to the City of Oakland Park, Florida.

(Signature)

(AFFIX SEAL)

Juan C Jurado
(Print or Type Name)

Continental Construction USA
(Company Name)

95 Merrick Way 480, Coral Gables
(Company Address) 33134

05/22/2019
(Date)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Continental Construction USA, LLC
95 Merrick Way, Suite 480
Coral Gables, FL 33134

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
5200 Metcalf Avenue
Overland Park, KS 66202-1391

Mailing Address for Notices

5200 Metcalf Avenue
Overland Park, KS 66202-1391

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Oakland Park
City Clerk's Office, 3650 NW 12 Avenue
Oakland Park, FL 33334

BOND AMOUNT: \$ Five Percent Of The Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

ITB# 052419; Treatment Plant Demolition

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of May, 2019

(Witness)

(Witness) Berta Abedi, Witness

Continental Construction USA, LLC

(Principal)

(Seal)

(Title)

North American Specialty Insurance Company

(Surety)

(Seal)

(Title) Ricardo Davila, Attorney-In-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

MICHAEL MARINO, RICARDO DAVILA, CLAY RIVES, WILL GRIFFIN and TORRE TAYLOR

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

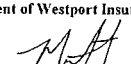
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22 day of JANUARY, 20 18.

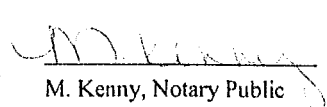
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 22 day of JANUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of May, 20 19.

QUESTIONNAIRE

The following is taken from the Code of Ordinances, City of Oakland Park, Florida, Chapter 11, Article I, and shall be completely filled in by each bidder:

Sec. 11-3. Questionnaire sheet to be filled in by bidder.

The undersigned guarantees the truth and accuracy of all statements and answers herein contained:

1. How many years has your organization been in business as a general contractor?
3

2. List any public works contracts you have performed with any governmental agency having a value in excess of \$100,000 within the last 10 years, include references from owners for at least two demolition projects similar in scope and size to this project completed within the past five years (Use an attachment as necessary). Similar projects include projects with demolition, drainage, and tree removal.
Find Attached

3. Were all contracts listed in No. 2 above completed within the time period without extensions?
Yes

4. State if liquidated damages were incurred by the contractor for non-timely completion and, the extent to which additional time extensions were granted on all contracts that were not so timely completed.
N/A

5. Was the Surety on any Public Works Section 255.05 Bond ever notified that the bidder was in default in the performance of such contracts; and if such default notice was so given, please indicate in detail how much claim default was resolved:
No

6. Indicate the number of times in which arbitration or litigation ensued from any said Public Works contract within the last 10 years as well as the result of such arbitration of litigation (i.e. whether the same was settled or resolved by trial and who prevailed between the bidder and the governmental agency involved.):

None

7. Please provide a history of similar projects you have completed, other than those listed in No. 2 above, including project name, owner, value of work performed, percentage completed.

\$ 26 Sewer line Broward County SWSM 500,000.00.

8. What is the last project of this nature that you have completed?

Miami Coral Park

9. Have you ever failed to complete work awarded to you? If so, where and why?

N/A

10. The following are named as three corporations or individuals for which you have performed work and to which you refer, include the phone numbers.

Miami Coral Park, Gregory Jackson Tel.: (305) 995 2830
General Contractor Vertical Management Tel.: (305) 815 7367
Top Crafts Inc. Tel.: (786) 258 1435

11. Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes

12. Will you sublet any part of this work? If so, give details.

ATC Engineering Inc

13. What equipment do you own that is available for the work?

Skidsteer, Excavator, Loaders, Dumptruck, Tool Truck, Compactors.

14. What equipment will you purchase for the proposed work?

N/A

15. What equipment will you rent for the proposed work?

16. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

Continental CONstruction USA, LLC

(Correct Name of Bidder)

(a) The business is a Limited Liability Corporation

(b) The address of principal place of business is: 95 Merrick Way, Suite 480

Coral Gables, FL 33134

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

Juan Carlos Jurado - President

Ruth Pareja - Secretary

Bidder: GM, Juan C Jurado
Authorized Signature and Title

Date: 5/22/2019

Bid # 052419 Treatment Plant Demolition

SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES

(To be signed in the presence of a
notary public or another officer
authorized to administer oaths.)

STATE OF Florida

COUNTY Broward

Before me, the undersigned authority, personally appeared Juan Carlos Jurado, who,
being by me first duly sworn, made the following statement:

1. The business address of Continetnal Construction USA, LLC
(Name of bidder or CONTRACTOR)
is 95 Merrick Way, Suite 480 Coral Gables FL 33134

2. My relationship to Continental Construction USA, LLC
(Name of bidder or CONTRACTOR) is General Manager
(relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or CONTRACTOR nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or CONTRACTOR nor any affiliate of the bidder or CONTRACTOR has been

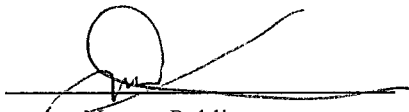
convicted of a public entity crime subsequent to July 1, 1989, _____ YES x
NO.

(Please check the box that applied to paragraph 6. If answer is NO, go on and complete paragraph 7.)

7. There has been a conviction of a public entity crime by the bidder or CONTRACTOR, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or CONTRACTOR who is active in the management of the bidder or CONTRACTOR or an affiliate of the bidder or CONTRACTOR. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

Sworn to and subscribed before me in the state and county first mentioned above on this 22
day of May, 20 19

(affix seal)


Notary Public

My Commission Expires



Alexander Nova Varela
Comm. # GG324816
Expires: April 17, 2023
Bonded Thru Aaron Notary

DRUG-FREE WORKPLACE FORM

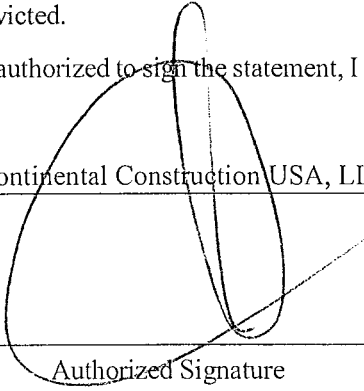
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Continental Construction USA, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United State 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.

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

Bidder: Continental Construction USA, LLC - Juan C Jurado



Authorized Signature

Date: 05/22/2019

TRENCH SAFETY ACT

(90-96, Laws of Florida)

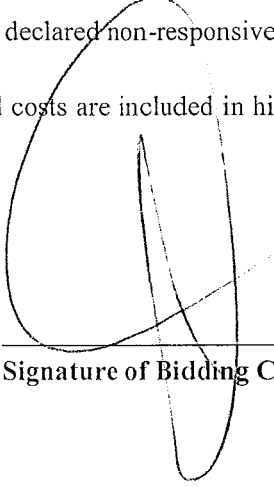
If this Project involves trench excavation that will exceed a depth of 5-feet, pursuant to Florida Statutes Chapter 553, Part VI, Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this Project. Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies that cost to be as summarized below.

Trench Safety Measure (Description)	Unit of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
Total*				\$ _____

* Amount entered for Work Item – Trench Safety Act Compliance

Failure to complete the above may result in the bid being declared non-responsive.

Contractor agrees that the above safety compliances and costs are included in his bid package under bid item titled Trench Safety Act Compliance.



Signature of Bidding Contractor

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

Authorized Signature

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DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR CONTRACTOR TO BE DEEMED RESPONSIVE

The Contractor, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for City contractors to provide equal benefits to domestic partners", and certifies the following:

(Please check only one below)

- ☐ 1. The Contractor currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Contractor will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Contractor will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- ☒ 4. The Contractor does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

(Please check only one below)

- ☐ The Contractor's price bid for the initial contract term is \$100,000 or less
- ☐ The Contractor employs less than twenty-five (25) employees
- ☒ The Contractor does not provide benefits to employees' spouses or spouses' dependents
- ☐ The Contractor is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Contractor is a government entity
- ☐ The Contractor cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation _____, and attach explanation of its applicability.

I, Juan Carlos Jurado, General Manager of Continental Construction USA, LLC
(Name) (Title) (Contractor)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature _____ Juan C Jurado _____
Print Name

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

STATE OF Florida)

COUNTY OF Broward)

SWORN TO AND SUBSCRIBED BEFORE ME this 22 day of May, 2017

by Juan C. Juado, to me personally known X or produced identification _____

type of identification produced: _____

My commission expires: _____

(SEAL)



Alexander Nova Varela
Comm. # GG324816
Expires: April 17, 2023
Bonded Thru Aaron Notary

Signature of Notary Public

Alexander Nova
Print name of Notary Public

CERTIFICATION PURSUANT TO FLORIDA

STATUTE § 287.135

I, Juan C Jurado, GM, on behalf of Continental Construction USA, LLC
Print Name and Title Company Name

certify that Continental Construction USA, LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to

have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Continental Construction USA, LLC

COMPANY NAME

SIGNATURE

Juan Carlos Jurado

PRINT NAME

General Manager

TITLE

Must be executed and returned with attached proposal to be considered.

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Ruth Pareja Corporate Seal
Secretary

STATE OF FLORIDA

ss

COUNTY OF Broward

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Juan C. Jurado ~~Ruth Pareja~~ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the Corporation, Continental Construction and that he has been authorized by Ruth Pareja to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the Continental Construction USA

Subscribed and sworn to before me this 22 day of May, 2018, A.D.

(Attach Power of Attorney)

[Signature]

Notary Public

State of Florida-at-Large



Alexander Nova Varela
Comm. #GG324816
Expires: April 17, 2023
Bonded Thru Aaron Notary

My Commission Expires: _____

CONTRACT

This AGREEMENT, made this ____ day of _____, 2019, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and _____, doing business as a _____, located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH: That, under the due procedure of law, proposals were heretofore received by the City for the performance of work and supplying of materials, hereinafter described, and said City having canvassed said proposals, has determined that the proposal in the total amount of: _____ Dollars, (\$ _____) submitted by the aforementioned CONTRACTOR was the best and most desirable proposal submitted, and has authorized the execution of this contract.

NOW, THEREFORE, in consideration of these premises, the City does award the contract to and does hire and employ the CONTRACTOR and the CONTRACTOR does accept the award, predicated upon the proposal of the CONTRACTOR, identified as Bid #052419 Oakland Park which is hereby incorporated by reference into this agreement, and the CONTRACTOR does agree to furnish the necessary labor, tools, equipment, materials and supplies, etc., and to perform all the work shown on the Drawings and described in the specifications for Project entitled:

Project: **BUILDING DEMOLITION AT 5100 NE 12TH TERRACE**

SCOPE OF WORK: CONTRACTOR agrees to furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete said project in accordance with the conditions and prices as stated in the contract conditions, supplemental general conditions and special conditions of the contract, supplemental general conditions and special conditions of the contract, plans which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof as contained in the proposal, Contract Documents and specifications for the project.

ACCEPTANCE OF CONDITIONS: CONTRACTOR hereby agrees that, by virtue of submitting a completed Proposal including his declarations therein of full satisfaction, knowledge and understanding of the Contract Documents, site conditions (surface and subsurface) and all other conditions affecting the Work, he assumes full responsibility for performance of the Work as required under this Contract. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the CONTRACTOR and his Surety. CONTRACTOR further agrees that the passing, approval and/or acceptance of any part of the Work or material by the City or by any agent or representative of the City, as being in compliance with the terms of this Contract and/or of the Contract Documents, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Contract Documents covering said Work

CONTRACT TIME: CONTRACTOR hereby agrees to commence work under this contract on or before a start date to be established in the written "Notice to Proceed", issued by the City, and to fully complete both phases of the project within 120 calendar days following that established start date.

LIQUIDATED DAMAGES: CONTRACTOR and City mutually agree that time is of the essence of this Contract and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the

CONTRACTOR, and the City will retain the amount of One Thousand Dollars (\$1,000.00) per calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the City will have sustained by failure of the CONTRACTOR to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the City in the event of such default by the CONTRACTOR.

HOLD HARMLESS: CONTRACTOR shall protect, defend, indemnify and hold the City, and other governmental agency participants in the project as identified by the City, their officers, agents and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this Contract or CONTRACTOR's officers, employees, agents, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the City. City will give CONTRACTOR reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or earlier termination of this Contract.

The City agrees to pay to the CONTRACTOR the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of Florida Statutes, Section 725.06. Furthermore, the CONTRACTOR acknowledges that the Contract price includes said consideration for this indemnification provision.

PARTIAL AND FINAL PAYMENTS: In accordance with the provisions set forth in the General Conditions, subject to additions and deductions as provided, the City will pay the CONTRACTOR as follows:

Within 30 days after receipt by the City of the CONTRACTOR's request for partial payment, the City shall make partial payments to the CONTRACTOR, on the basis of the estimate of Work, for work performed during the preceding calendar month, less 10% of the amount of such estimate which will be retained by the City until all Work is substantially complete in accordance with this Agreement. Upon substantial completion, the amount of retainage will be reduced to 5% and will be retained until the Work has reached final completion to the satisfaction of the City and the governmental agencies having jurisdiction and has been finally accepted by the City.

Upon submission by the CONTRACTOR of evidence satisfactory to the City that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required in the specifications have been furnished and are found acceptable by the City and by the governmental agencies having jurisdiction, final payment on account of this Agreement will be made within 60 days after completion by the CONTRACTOR of all Work covered by this Agreement and acceptance of such Work by the City.

CONTRACT DOCUMENTS: The Contract Documents, as stated in the Instructions to Bidders and defined in the General Conditions, including these bidding/contractual provisions, specifications and the accompanying Contract Drawings, shall form the Contract and are as fully a part of this Contract as if herein repeated.

In WITNESS WHEREOF, the City has caused these presents to be signed by its mayor and City Manager, attested by the City Clerk with the Corporate Seal of the said City, and the CONTRACTOR has executed these presents, on the day and date herein before written in five counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

Signed, sealed and witnessed

CITY OF OAKLAND PARK, FLORIDA

in the presence of:

City Manager

Mayor

Attest:

Approved as to Form:

City Clerk

City Attorney

Signed, Sealed and Witnessed

CONTRACTOR

President or Vice President

PERFORMANCE AND PAYMENT BOND

STATE OF FLORIDA

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS that _____

as Principal, hereinafter called CONTRACTOR, and _____

as Surety, hereinafter called Surety, are held and firmly bound unto the **CITY OF OAKLAND PARK**, a municipal corporation of Florida, as obligee, hereinafter called City, in the amount of _____ Dollars (\$ _____)

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 _____, 2019, entered into a Contract with the City for the construction of a project described as:

(Project Title): **BUILDING DEMOLITION AT 5100 NE 12TH TERRACE**

in accordance with Drawings and Specifications prepared by the City of Oakland Park, 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 in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder, shall indemnify the City and save either or all of them harmless against and from all costs, expenses and damages arising from the performance of said Contract or the repair of any work thereunder, and shall promptly make payments to all claimants, as defined in Section 713.01 of the Florida Statutes, supplying to CONTRACTOR labor, materials and supplies, used directly or indirectly by the said CONTRACTOR, or subcontractors, in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. This bond shall remain in full force and effect for a period of one year from the date of acceptance of the project by the City and shall provide that the CONTRACTOR guarantees to repair or replace for said period of one year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good defects thereof that have become apparent before the expiration of said period of one year.

The Principal and Surety jointly and severally agree to pay to the City any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the City may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the City may sustain on account of such work, or on account of the failure of said CONTRACTOR to properly and in all things, keep and execute all of the provisions of said Contract, and any expenses, including court costs and reasonable attorney fees (both trial and appellate), incurred by the City in enforcing the terms of this Bond.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No right of action shall accrue on this Bond to or for use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, or their heirs, executors, administrators, successors or assigns.

The surety represents and warrants to the City that they have a Best's Key Rating Guide General Policyholder's Rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ____ day of _____, 2019, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

_____ (Affix Seal)

WITNESSES:

Signature of Authorized Officer

Title

Business Address

City, State

SURETY:

WITNESS:

Corporate Surety

_____ (Affix Seal)

Attorney-in-Fact

Business Address

City, State

Name of Local Insurance Agency

JOB:

1.

Top crafts : Subcontractor

Continental Construction USA, LLC : Subcontractor.

General contractor : Jaxi Builders inc

Contact Ing: 305 599 0700

Project name : building demolition on Miami Beach , 12500 sqf

Site job address : Washington ave and 12 ave

Value 1,000,000

2.

Top crafts: General contractor

Subcontractor: Continental Construction USA, LLC

Owner : Miami Dade public school

Value 260,000

Project Name : Miami coral Park

8865 SW 16 st Miami FL

Contact information: Gregory jackson

305 995 2830

3.

Top crafts : Subcontract by General contractor Vertical Management Group

Continental Construction USA, LLC

Demolition

Project : Demolition Police offices port of MIAMI

Value : 350,000.00

Oficie : 305 815 7367