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3 **RESOLUTION NO. 2014-96**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**
8 **CONTRACT BETWEEN BEJAR CONSTRUCTION,**
9 **INC. AND THE VILLAGE OF BISCAYNE PARK FOR**
10 **CONSTRUCTION OF THE PUBLIC SAFETY AND**
11 **ADMINISTRATION ANNEX; PROVIDING FOR AN**
12 **EFFECTIVE DATE.**
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15 WHEREAS, in June 2014, the Village of Biscayne Park was approved for funding in
16 the amount of \$1,000,000 from the State of Florida, a portion of which is for the construction
17 of a Public Safety and Administration Annex; and,
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19 WHEREAS, additional funding will be supplemented by a \$100,000 State of Florida
20 Department of Historic Resources matching grant and any other future funding the Village may
21 receive; and
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23 WHEREAS, on October 24, 2014, the Village advertised Invitation to Bid 2014-04
24 Public Safety and Administration Annex Construction, whereby six (6) bid proposals were
25 received; and,
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27 WHEREAS, after a review and ranking of all proposals by the Review Committee,
28 Bejar Construction, Inc., was recommended to the Village Manager as the most responsive and
29 responsible bidder; and,
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31 WHEREAS, upon review of the submitted bid package and verification of references,
32 the Village desires to retain the services of Bejar Construction, Inc., for the construction of the
33 Public Safety and Administration Annex.
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35 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
36 VILLAGE OF BISCAYNE PARK, FLORIDA:
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39 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
40 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
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42 **Section 2.** The Village Commission of the Village of Biscayne Park hereby
43 authorizes the Mayor to execute the Contract between Bejar Construction, Inc., and the Village
44 of Biscayne Park for construction of the Public Safety and Administration Annex. The
45 Contract, in substantial form, is attached and incorporated by reference into this resolution as
46 exhibit 1.
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48 **Section 3.** This Resolution shall become effective upon adoption.
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PASSED AND ADOPTED this 9th day of December, 2014

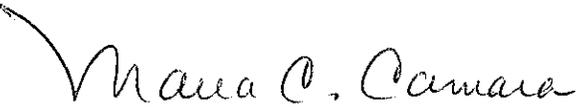
The foregoing resolution upon being put to a vote, the vote was as follows:



David Coviello, Mayor

Mayor Coviello: Yes
Vice Mayor Jonas: Absent
Commissioner Anderson: Yes
Commissioner Ross: Yes
Commissioner Watts: Yes

Attest:



Maria C. Camara, Village Clerk

Approved as to form:



John J. Hearn, Village Attorney

CONTRACT

This CONTRACT, made and entered into this 9th day of December, 2014, by and between:

VILLAGE OF BISCAYNE PARK
640 NE 114th Street
Biscayne Park, Florida 33161
(hereinafter referred to as "OWNER")

&

BEJAR CONSTRUCTION, INC.
6326 S.W. 191st Avenue
Pembroke Pines, Florida 33332
(hereinafter referred to as "CONTRACTOR")

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents, attached hereto and made a part hereof, consist of the Invitation to Bid, Instructions to Bidders, Construction Services Agreement General Conditions, Drawings, Plans, Specifications, Bid Form, Bid Security, CONTRACTOR'S Bid (including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award), Qualifications Statement, Contract, Addenda, the record of the Contract award by OWNER'S Village Commission, the Notice of Award, Notice to proceed, Payment and Performance Bonds, and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

- 2.1 The CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for:

PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION

ARTICLE 3

CONTRACT TIME

- 3.1 **TIME IS OF THE ESSENCE OF THIS CONTRACT.** The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and, subject to authorized adjustments, shall be substantially complete and ready for final payment within one hundred sixty-five (165) calendar days from the date of Contract Commencement. Final completion of the work will be thirty (30) calendar days after Substantial Completion, and no later than June 30, 2015. Failure to achieve timely final completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Paragraph 11.4 of the Construction Services General Conditions.

ARTICLE 4

CONTRACT SUM

- 4.1 The OWNER shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Eight Hundred Thirty Three Thousand Four Hundred Seventy Eight Dollars (\$833,478.00).

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 The CONTRACTOR may requisition payments for work completed during the project at intervals of not more than once a month in accordance with Article 13 of the Construction Services General Conditions. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's current and previous applications for payment and any other supporting documentation as may be required by the OWNER'S

Representative or Contract Documents. Each requisition shall be submitted in triplicate to the OWNER'S Representative for approval. The OWNER shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the OWNER'S Representative of the CONTRACTOR's requisition for payment.

- 5.2 Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the OWNER until the work is totally completed as specified and accepted by the OWNER except that after fifty percent (50%) of the work has been completed, the OWNER may reduce the retainage to five percent (5%) of all monies earned.
- 5.3 The OWNER may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - 5.3.1 Defective work not remedied.
 - 5.3.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - 5.3.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - 5.3.4 Damage to another contractor not remedied.
 - 5.3.5 Liability for liquidated damages that has been incurred by the CONTRACTOR.
 - 5.3.6 Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
 - 5.3.7 Reasonable evidence that the work will not be completed within the Contract Time.
 - 5.3.8 Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or consent of surety satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

- 6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR in accordance with the provisions of Article 13 of the Construction Services General Conditions when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the OWNER'S Representative.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Terms used in this Agreement which are defined in the Construction Services General Conditions of the Contract shall have the meanings designated in those Conditions.
- 7.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Miami-Dade County, Florida.
- 7.3 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 7.4 The OWNER reserves the right to issue separate Purchase Orders for the procurement of material, supplies and equipment in connection with this project if it is beneficial to the OWNER. CONTRACTOR shall be responsible for all OWNER-furnished equipment from date CONTRACTOR receives and takes possession of equipment furnished by the OWNER until items are installed and the project is completed. CONTRACTOR shall be responsible for the installation of any OWNER-furnished equipment.
- 7.5 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless OWNER shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in duplicate.

THIS AGREEMENT will be effective on December 9th, 2014.

VILLAGE OF BISCAYNE PARK, FLORIDA



David Coviello, Mayor

ATTEST:



Maria C. Camara, Village Clerk

APPROVED AS TO FORM:

[Signature]
John J. Hearn
Village Attorney

CONTRACTOR

[Signature]
For Bejar Construction, Inc.

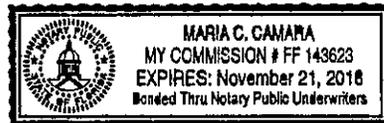
State of: Florida

County of: Miami Dade

On this, the 18th day of Dec, 2014, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Benny Bejar (name of corporate officer), President (title), of Bejar Construction, Inc (name of corporation), a FL (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

[Signature]
Notary Public, State of Florida



Printed, typed or stamped name of Notary Public exactly as commissioned

- Personally known to me, or
- Produced identification:

(Type of identification produced)

NOTICE OF AWARD

Dated: December 9, 2014

TO: BEJAR CONSTRUCTION, INC.
(Bidder - Use Full Name)

6326 SW 191st Avenue
(Street Address)

Pembroke Pines, FL 33332
(Town, State, Zip Code)

BID NAME: **PUBLIC SAFETY AND ADMINISTRATION ANNEX
CONSTRUCTION**

BID NUMBER: **2014-04**

DESCRIPTION OF WORK: Construction of the Public Safety and Administration Annex as specified in the INSTRUCTIONS TO BIDDERS, section 3.a SPECIFICATIONS.

You are notified that your Bid dated November 14th, 2014, for the above work has been awarded by the Village of Biscayne Park Commission on December 9th, 2014.

The Contract price is Eight Hundred Thirty Three Thousand Four Hundred Seventy Eight Dollars (\$833,478.00).

1. Submit two (2) copies of the Performance and Payment Bonds within fifteen (15) calendar days to this office. Instructions to the Surety and the Principal for execution of the Bonds are as follows:

Where the Contractor is a Corporation, the Agreement and any Bonds must be executed by the President or the Chairman of the Board of the Corporation. The Agreement, or Bond, is accompanied by a statement certified by a Secretary of the Corporation. The signatures of the persons executing the Bond on behalf of the Principal and of the surety, respectively, shall each be dated on the signature line. If the Bond is executed by an Attorney-in-Fact for the Surety, the accompanying Power of Attorney must be executed by persons whose authority to do so is plainly identified on the face of the Power of Attorney.

Neither signatures nor the Corporate Seal may appear by facsimile unless the authority for them to appear in that form is plainly disclosed on the face of the document. The Secretary, or other properly authorized Officer, must certify and seal a statement declaring that the authority granted by the Power of Attorney remained in force on the date that the Bond was executed by the Attorney-in-Fact.

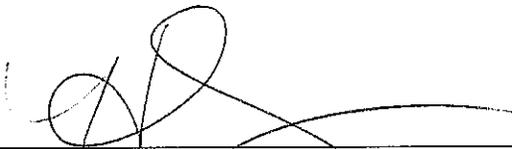
2. Include two (2) copies of you current Certificate of Insurance. The Certificate must name the OWNER (Replace of Coral Springs) as an additional insured and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder".

Failure to comply with these conditions within the time specified will entitle the Replace to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within fifteen (15) days after you comply with the above conditions, the Replace will return to you one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact the VILLAGE at (305) 899-8000.



Heidi Shafran, Village Manager