

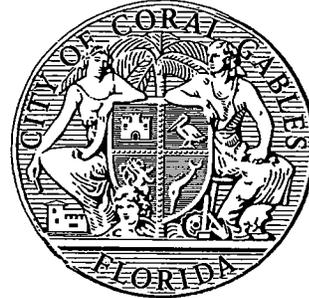
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Patrick G. Salerno, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



IFB No. 2009.06.20

**COCOPLUM ENTRY
GUARDHOUSE
RENOVATIONS**

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155

Michael P. Pounds, ICMA CM, Chief Procurement Officer
Danilo “Danny” Bedit, Procurement Supervisor
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

RFP Prepared by: **Joe V. Rodriguez, CPPB, FCCM**
Telephone: 305-460-5121 / Facsimile: 305-460-5116
contracts@coralgables.com

JUNE / 2009



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

BIDDER ACKNOWLEDGEMENT

<p>COCOPLUM ENTRY GUARDHOUSE RENOVATION</p> <p>IFB No. 2009.06.20</p> <p>A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.</p>	<p>Bids must be received prior to 3:00 P.M. Thursday, July 9, 2009 and may not be withdrawn within 90 calendar days after such date and time. Bids received by the date and time specified will be opened in the Procurement's Office located at 2800 SW 72nd Avenue, Miami, FL 33155. All Proposals received after the specified date and time will be returned unopened.</p> <p>Contact: Joe V. Rodriguez, CPPB, FCCM Telephone: 305-460-5121 Facsimile: 305-460-5116 contracts@coralgables.com</p>
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BIDDERS ACKNOWLEDGEMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE BID PRIOR TO THE DATE AND THE TIME OF BID OPENING. THE BID SUMMARY SHEET PAGES ON WHICH THE BIDS ACTUALLY SUBMITS A BID AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE BID DOCUMENT. FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL IFB SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE IFB DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR BID/PROPOSAL NON-RESPONSIVE.

Bidders Name: <u>BETAR CONSTRUCTION INC</u>	Fed. ID No. or SS Number: <u>65-0860667</u>
Complete Mailing Address: <u>6326 S.W. 191 AVE PEMBROKE PINES, FL. 33332</u>	Telephone No.: <u>954-431-5981</u>
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.: <u>954-431-4627</u>
Bid Bond/Security Bond is attached in the amount of \$ <u>22,500.00</u>	Reason for no Response:

Should a prospective bidder/proposer receive notification of this Solicitation from a source other than the City of Coral Gables, they must contact the Procurement Office of the City of Coral Gables at 305-460-5102 to acquire a certified copy of this solicitation and set of plans. Construction Projects require a non-refundable fee of \$25.00 for each package, and you must pick up a hard copy as the city will not provide digital copies. Addenda will be issued only to bidders/proposers obtaining certified documents from the Procurement Office of the City of Coral Gables. Bids/Proposals will be accepted only from vendors that have received certified copies from the Procurement Office of the City of Coral Gables.

Advertisement of Formal Solicitations not requested by the City of Coral Gables is prohibited; all solicitations are posted on the City's website www.coralgables.com and in a local newspaper. Third party advertisement of any solicitation must be approved by the City of Coral Gables in writing, at no cost to the City of Coral Gables. The information advertised will be reviewed and approved by the City of Coral Gables, City Clerk's office seventy two (72) hours before posting. The City of Coral Gables, at its sole discretion, may reject any request for advertisement of their Formal Solicitations.

THE BIDDER CERTIFIES THAT THIS BID IS BASED UPON ALL CONDITIONS AS LISTED IN THE BID DOCUMENTS AND THAT THE BIDDER HAS MADE NO CHANGES IN THE BID DOCUMENT AS RECEIVED. THE BIDDER FURTHER PROPOSES AND AGREES, IF THE BID IS ACCEPTED, THE BIDDER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE BIDDER AND THE CITY OF CORAL GABLES. FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS BID PERTAINS. FURTHER, BY SIGNING BELOW IN BLUE INK ALL IFB PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS IFB FOR THE ABOVE BIDDER.

Authorized Name and Signature

Title

Date



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

PUBLIC NOTICE

Invitation to Bid (IFB) No 2009.06.20

The work generally consists of but is not limited to the renovations to the interior and exterior of the existing **COCOPLUM ENTRY GUARDHOUSE** building, new fountain, stone veneer, driveways pavers, curbing, landscaping, irrigation and emergency generator; according to plans and specifications. Project estimated value at not to exceed amount of \$ 550,000.00 (five hundred fifty thousand dollars).

Invitation for Bid packages may be picked up at the Office of the Chief Procurement Officer, hard copies may be picked up no later than 4:00 pm Wednesday, June 24, 2009, and **must pay a non-refundable fee of \$25.00 per package** in the form of a Cashier's Check, Certified Check, Money Order payable to the City of Coral Gables or CASH (cash payment must have exact change). Digital copies may be downloaded by visiting our online vendor registration form at http://www.coralgables.com/CGWeb/dep_proc_vendor.aspx, no later than 4:00 pm Wednesday, June 24, 2009 for free.

*Prospective bidders obtaining a digital copy and interested in a set of plans **hard copy must pay a non-refundable fee of \$15.00 per plan set in the form of Cashier's Check, Certified Check, Money Order payable to the City of Coral Gables or CASH (cash payment must have exact change).***

Bids for IFB No 2009.06.20, Cocoplum Entry Guardhouse, will be received until **3:00 p.m., Thursday, July 9, 2009**, at the following address:

**City of Coral Gables
Office of the Chief Procurement Officer
2800 SW 72nd Avenue
Miami, FL 33155**

The City of Coral Gables will not accept and will in no way be responsible for any proposals received after the deadline of **Thursday, July 9, 2009, 3:00 p.m.** The responsibility for submitting Proposals before the stated time and date is solely the responsibility of the Proposer. The City will not be responsible for delays caused by mail, courier services, including U.S. Mail, or any other occurrence.

Award of bid will be made to the lowest responsive responsible bidder, within a reasonable time after opening of bids. However, the City reserves the right to consider other conditions which may be in the best interests of the City. One (1) original bid and four (4) complete copies must be signed and submitted in a sealed envelope and clearly marked: **Cocoplum Entry Guardhouse – IFB No. 2009.06.20.**

Schedule of events for this IFB is as follows;

IFB Advertisement	Friday, June 12, 2009
Pre-Bid Conference " <u>Non-Mandatory</u> " City of Coral Gables Procurement Division 2800 SW 72 nd Avenue Miami, FL 33155	Thursday, June 18, 2009, 10:00 am – 11:00 pm Cafeteria located at 2800 SW 72 nd Avenue Miami, FL 33155
Last date to request IFB package	Wednesday, June 24, 2009 4pm
Questions	Thursday, June 25, 2009, 4pm
Answers	Monday, July 2, 2009, 4pm
Bid Submittal Deadline City of Coral Gables Office of the Chief Procurement Officer 2800 SW 72 nd Avenue Miami, FL 33155	Thursday, July 9, 2009, Received by: 3:00 pm Procurement Conference Room

The cone of silence for this project is now in effect. Any communication regarding this solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and any city department heads, their staff, selection committee or evaluation committee members is prohibited.

The cone of silence shall terminate at; (1) the time of the City Manager's approval of the award, or (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or (3) the time that bids or proposals are rejected by the City Commission or the City Manager.

Violation of the Cone of Silence by a particular bidder or offeror shall render any award to said person voidable by the City Commission. A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

BID PRICES MUST BE FIRM FOR A MINIMUM OF NINETY (90) DAYS. ESCALATION CLAUSES OF ANY KIND ARE NOT ACCEPTABLE. THE CITY OF CORAL GABLES RESERVES THE RIGHT TO ACCEPT ANY BIDS DEEMED TO BE IN THE BEST INTEREST OF THE CITY OF CORAL GABLES, OR WAIVE ANY INFORMALITY IN ANY BIDS. THE CITY OF CORAL GABLES MAY ALSO REJECT ANY AND/OR ALL BIDS.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE REQUEST IN WRITING TO THE CITY OF CORAL GABLES, CITY CLERKS OFFICE:

City of Coral Gables
City Clerk's Office
405 Biltmore Way, 1st Floor
Coral Gables, FL 33134

- CONE OF SILENCE – Ordinance No. O2008-27
- CODE OF ETHICS & CONFLICT OF INTEREST – Ordinance No. O2008-27
- DEBARMENT PROCEEDINGS – Ordinance No. O2008-27
- PROTEST PROCEDURES – Ordinance No. O2008-27
- LOBBYIST REGISTRATION & DISCLOSURE OF FEES – Ordinance No. O2008-27

Sincerely,

Chief Procurement Officer



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

CONE OF SILENCE

Invitation for Bid (IFB) No 2009.06.20

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) the time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

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CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5121, Fax: 305-460-5116

SECTION 1

Invitation for Bid (IFB) No 2009.06.20

1.0: INTRODUCTION TO INVITATION TO BID

1.1. Invitation

Thank you for your interest in this Invitation to Bid ("IFB"). The City of Coral Gables (the "City"), through its Procurement Division invites responses ("Responses") which offer to provide the services described in Section 2.0 "Scope of Work".

1.2. Contract Terms and Conditions

The Bidder(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a Professional Services Agreement ("Agreement") with the City in substantially the same form as the Agreement included as part of this IFB, if applicable. The term(s) of the Agreement shall be for a period of one (1) year with one (1) year options to renew, at the sole discretion of the City, unless other terms are in the best interest of the City.

Throughout this IFB, the phrases "must" and "shall" will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

1.3. Submission of Responses

To receive consideration, bids must be submitted on Bid forms as provided by the City. This Invitation to Bids must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response form completely filled out. Bids must be typed or printed in ink. Use of erasable ink is not permitted. Any additional information to be submitted as part of the Invitation to Bid may be attached behind the Bid Response form. Copies may be obtained from the Procurement Division, 2800 S.W. 72nd Avenue, Miami, FL 33155. **The Bid shall be signed by a representative who is authorized to contractually bind the Bidder.** Bids by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original Bid with four (4) copies must be submitted to the Procurement Division, 2800 S.W. 72nd Avenue, Miami, FL 33155 at or prior to the time noted on the proposal opening date. Attachment "A" Forms, Attachment "B" Professional Service Agreement, Attachment "D" Hold Harmless - Cranes and Attachment "E" Bond Forms one (1) original is required. Bids received after that time will not be accepted. It will be the sole responsibility of the Bidder to deliver their bids to the Chief Procurement Officer's office on or before the closing hour and date indicated.

BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED ON THE EXTERIOR AS FOLLOWS:

IFB NO 2009.06.20

BIDDER NAME AND ADDRESS:

BEYER CONSTRUCTION INC
6326 S.W. 191 AVE
PEMBROKE PINES, FL 33132

TO BE OPENED ON:

THURSDAY, JULY 9, 2009 - 3:00 PM

AND ADDRESSED TO:

**CITY OF CORAL GABLES
PROCUREMENT DIVISION
2800 S.W. 72ND AVENUE
MIAMI, FL 33155**

No responsibility will be attached to the Procurement office for the premature opening of a Bid not properly addressed and identified. **All Bids submitted become the exclusive property of the City of Coral Gables.**

Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of the IFB. The emphasis in each Bid must be on completeness and clarity of content. In order to expedite the evaluation of Bids, it is essential that Bidders follow the format and instructions contained herein. Bid Submission Requirements as listed herein must be followed. Any attachments must be clearly identified.

The Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Bids, to waive irregularities and technicalities, and request new Bids. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

1.4. Additional Information or Clarification

The Bidder must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Bidder may request clarification at the pre-proposal conference or by **WRITTEN REQUEST** via fax or email to the Chief Procurement Officer. Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM**, mailed and/or faxed to all parties recorded by the City's Chief Procurement Officer as having received the Bid Documents prior to the response submission date. No person is authorized to give oral interpretations of, or make oral changes to the bid. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the IFB and any addenda issued, the last addendum issued shall prevail. It is the Bidder's responsibility to assure receipt of all addenda.

Facsimiles must have a cover sheet that includes the Bidders name, IFB number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing no later than **Thursday, June 25th, 2009 prior to 4:00 PM.**

Bidders should not reply on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

1.5. Bid Format

Bidders shall complete and submit as part of its Response all of the following forms and/or documents:

- Bidders Acknowledgement
- Proposers Qualifications Statement
- Americans with Disabilities Act
- Certified Resolution
- Foreign Corporations
- Offeror's Certifications
- Non Collusion Affidavit
- Cone of Silence
- Code of Ethics & Conflict of Interest
- Formal Solicitation Protest Procedures
- Drug Free Work Place Form
- Lobbyist Application
- Lobbyist Biennial Registration Application
- Professional Service Agreement

1.6. Registration

It is the policy of the City that all prospective Bidder register as a Vendor indicating the commodities which the Proposer can regularly supply. Should a prospective Proposer not be currently listed on the City's Proposer/bidders list, you may register via internet at:

<http://www.coralgables.com/CGWeb/procurement.htm>

For any questions, contact the Procurement Office at 305-460-5102. It is the sole responsibility of the Proposer to insure that they are properly registered with the City.

1.7. Award of an Agreement

Agreements may be awarded to the Successful Bidder(s) by the City Commission or City Manager, as applicable, to one or more bidders deemed the most responsible, responsive Bidder meeting all specifications. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Bidder. The City reserves the right to execute or not execute an Agreement with the Successful Bidder(s) if it is determined to be in the best interest of the City.

1.8. Agreement Execution

By submitting a Response, the Bidder agrees to be bound to and execute the Agreement for roofing repairs to the Coral Gables Country Club. Without diminishing the foregoing, the Bidder may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received need not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the successful Bidder to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the IFB through action taken by the City Commission at a duly authorized meeting. If the Bidder first awarded the Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Bidder, or re-advertised, as determined by the City.

1.9. Unauthorized Work

Any unauthorized work performed by the Successful Bidder(s) shall be deemed non-compensable by the City.

1.10. Changes/Alterations

Bidders may change or withdraw a Response at any time **prior to** Response Submission Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this IFB. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submission Date.

1.11. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the IFB or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in RFP section 1.4 above. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.12. Disqualifications

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue an Invitation for Bid.

Any Responses submitted by a Bidder who is in arrears (money owed) to the City or where the City has an open claim against a Bidder for monies owed the City at the time of Bid submission, will be rejected as non-responsive and shall not be considered for award.

1.13. Bidders Expenditures

Bidder(s) understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this IFB are exclusively at the expense of the Bidder(s). The City shall not pay or reimburse any expenditure or any other expense incurred by any Bidder in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Bidder(s) if an Agreement is awarded.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 2

Invitation for Bid (IFB) No 2009.06.20

2.0: IFB SCOPE OF WORK

2.1. Purpose

The work generally consists of but is not limited to the renovations to the interior and exterior of the existing COCOPLUM ENTRANCE GUARD HOUSE building, new fountain, stone veneer, driveways pavers, curbing, landscaping, irrigation and emergency generator; according to plans and specifications. Project estimated value at not to exceed amount of \$ 550,000.00 (five hundred fifty thousand dollars).

2.2 Bid Bond/Bid Security/Bid Deposit

A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of five percent (5%) of the bid total amount will accompany the Bid. The bonding company must appear on the US Treasury List. The Bid Bond of the successful Proposer will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Bidders will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required, in the amount of five percent (5%) of the bid submitted shall result in the Bidder being "non-responsive" and rejected.**

2.3 Performance or Payment Bond

The successful Bidder shall post a Performance Bond from a Corporate Surety, which is satisfactory to the City as security for the prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof. A bond will be posted on a per project basis and shall be a sum equal to one hundred percent (100%) of each project(s) total, unless otherwise specified. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Performance Bond must be filed by the Contractor with the City Clerk, in the full amount of the contract price, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract and the Plans and Specifications thereof, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

2.4 Bid Bond/Bid Security/Bid Deposit Forfeited Liquidated Damages

The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

<u>Bond Amount</u>	<u>Best Rating</u>
500,000 to 1,500,000	A VI
1,500,000 to 2,500,000	A VIII
2,500,000 to 5,000,000	A X
5,000,000 to 10,000,000	A XII
over 10,000,000	A XV

On bond amount of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bid and/or Request for Proposal is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

2.5 Project Change Orders

Any work that is estimated prior to commencement that exceeds or varies from the original and scope of work shall require an approved change order. The change order must be pre-approved in writing by the City's authorized representative. All change orders in excess of 15% percent of the bids total amount must be approved by the City Commission.

2.6 Contact Information

The Contractor shall provide the City with the names and phone numbers of those persons to contact for a response to a request. The Contractor shall maintain 24 hours per day, 365 days per year, and the ability to respond when requested by the City. The list shall also include the names and phone numbers of the Contractor's authorized representative. The Owner shall also provide the Contractor a list of names and phone numbers of their authorized representatives.

2.7 Guaranteed Work

The Contractor shall guarantee all work performed as to the quality of the work and the compliance with all applicable codes. The Contractor shall guarantee all work performed for a period not less than one year from the date of final completion. This guarantee is not a warranty; guarantee applies to the workmanship and the proper methods of work. The guarantee will be that the Contractor at no cost to the City will perform inspections, testing and necessary corrective measures.

2.7.1 Product Warranty: The Contractor shall be responsible to follow and comply with all product manufactures instruction to meet the requirements for product warranties. This applies to all products furnished by the Contractor or the City. All product warranties shall be turned over to the City upon completion of the job.

2.8 Concurrent Work

Work may be performed concurrently by the utilities in the City or the City's Contractor in the right-of-way and it shall be the responsibility of the Contractor to coordinate his work with the utility companies, the City and the City's Contractors.

2.8.1 Utility Locations: The Contractor is responsible for all utility preservation and damage prevention and must comply with Florida Sunshine One Call Requirements.

2.8.2 White Line Requirement: The City of Coral Gables ordinances require white line procedures for utility locations, the Contractor must comply with all white line requirements.

2.8.3 Protection of Existing Structures: The Contractor shall take full responsibility for maintaining and restoring all existing structures encountered by his construction operations, including paving, catch basins, drains, electric light power, telephone poles, gas mains and other structures encountered above and below ground. Damage to utilities will be repaired by the respective utility. Where a catch basin is located within the area to be paved, the Contractor shall cover the opening to prevent introduction of asphalt into the structure. If deleterious material is introduced into the catch basin, the Contractor shall clean it to the satisfaction of the Engineer, at no additional cost.

2.9 Parts and Materials

The Contractor shall furnish all supplies and materials. The Contractor shall be informed when each work order is issued as to if the Contractor or City is to furnish materials. In some cases both parties may supply items. When the Contractor supplies materials a list of all materials supplied must be included in the invoice documentation of each work order.

2.10 Trade Names

In cases where an item is identified by a manufacturer's name, trade name, catalogue number, or reference, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the Bidder.

The reference to a name brand is intended to be descriptive, but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each Bidder clearly states in his Bid exactly what he proposes to furnish and forward with his Bid a cut illustration or other descriptive matter which will clearly indicate the character or the article covered by this Bid.

The City hereby reserves the right to approve as an equal, or reject as not being equal, any article the Bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the Bid, the successful contractor afterward and before manufacturer shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

2.11 Persons Approved to Request Work

The City will furnish the Contractor with the names and titles of those persons that are the City's authorized representative. **The City will not be responsible for charges incurred as a result of work performed that was not pre approved by the Authorized Representative/Contract Administrator or its designee.** The Contractor may not bill the City for any expenses for any work provided that was not pre approved by an Authorized Representative/Contract Administrator or its designee.

2.12 Notices to the OWNER

The address that any and all Notice to Owner should be sent to is: **The City of Coral Gables Public Works Department 2800 SW 72 Avenue, Miami, Florida 33155.** The primary contractor, any sub-contractor or any material supplier submitting a Notice to Owner must use the stated address. Each Notice to Owner must be satisfied prior to payment of invoices to the contract. A signed partial release of lien must be submitted along with the invoice for each payment request. Final payments will not be made until all signed builder or material release of liens and a final release of lien has been submitted. The primary contractor must notify the City of any notice or lien received from any sub-contractor-equipment supplier or material supplier. The primary contractor is responsible to provide all release of liens from any contractor, sub-contract, equipment supplier, material supplier that have filed a Notice to Owner with the City of Coral Gables.

2.13 Release of Lien

The Contractor is responsible to furnish all partial and full releases of liens to include the primary Contractor as well as any and all sub-contractors performing work or supplied materials or equipment. The Contractor shall furnish applicable partial or releases of liens for all work performed. Only City release forms will be acceptable.

Note: No invoice will be processed nor will any payment be made to the contractor if/when any required related releases of liens have not been furnished to the City.

2.13.1 Administrative Charges for Obtaining Release or Collection of Funds: The contractor is responsible for the payment of all monies owed sub contractors and material/equipment suppliers including the material/equipment suppliers for the sub contractors. The owner may charge the contractor or deduct a charge amount from the contract for administrative cost for collection for monies owed the sub contractor or material/equipment suppliers. The contractor is responsible for and, must obtain all required release of lien both full and partial from all sub contractors and material/equipment suppliers. Should the contractor not obtain and furnish the required releases,

the City may charge the contractor or deduct a charge amount from the contract for administrative cost for obtaining releases both full or partial from all sub contractors and material/equipment suppliers. The administrative charge may be up to an amount of 10% of the total contract price per incident.

2.14 City's Approval of Invoices

The City shall inspect all work performed, verify all items required that are included in any submitted invoice, verify that the Contractor has met all compliance requirements. The responsible person requesting the work or supervising the work shall sign the request for payment and submit the invoices for processing. Invoices are to be submitted per approved request for services as authorized.

2.15 Invoicing and Payment

The Contractor shall invoice the City by providing an original invoice which shall include the following information:

1. Date of Invoice
2. Contract Description
3. City's Project Number
4. Summary of Contract Amounts
5. Location service was performed
6. Name/s of the Authorized Contractor's Representative
7. Release of lien or partial release of lien as applicable
8. Description of work performed
9. Units price, units installed and units cost
10. Invoice amount(s) per location(s) and type of work performed.
11. Invoice total amount
12. Copy of approved inspection/s, if required
13. As built drawings, if required
14. Manuals, schematics, warranty documents if required
15. Provide any/all documents as required
16. Miami-Dade County CSBE review and approval certification

2.15.1 Payment Request Certification Form: The Contractor must complete and sign the City's payment request certification form that includes the contract amount, paid to date amount, payment request amount and remaining balance less retainage. The form must be complete when submitted for payment request. The contractor payment request certification form must be signed by the consultant if applicable. The Owners' project manager will sign to verify all requirements are met prior processing of any invoices (see sample at end of section).

2.16 Right to Audit Records

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Contract or any sub-contract of the Contract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

2.17 Permits

It shall be the Contractor's responsibility to obtain any applicable permits. Any permits issued by the City of Coral Gables shall be at NO cost to the Contractor.

2.18 Contractor Employees

2.18.1 All of the Contractor's employees shall be considered to be at all times the sole employees of the Contractor under its sole direction and not employees or agents of the City.

2.18.2 The Contractor shall supply competent and physically capable employees. All Contractor employees performing work under this contract shall keep minimum acceptable standards of cleanliness, conduct and decency as determined by the City.

2.18.3 The City may require the Contractor to remove immediately any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose employment on City property is not in the best interests of the City as deemed by the City's Representative. Failure by the Contractor to immediately remove one of its employees under such circumstances may be sufficient grounds for immediate termination of Contract.

2.19 Use of Public Streets

Construction shall be performed in such a manner as to provide a minimum of inconvenience to the residents of the area. Any earth or other excavated material spilled from trucks shall be removed by the Contractor and the streets shall be cleaned twice daily to the satisfaction of the Public Works Director or designee.

2.20 Storage Equipment

The Contractor is responsible for all tools and equipment as well as materials. Storage of these items on site must be requested and approved by the City. The City is not responsible for the loss of any tools, equipment, or materials stored by the Contractor at the City's site, or in the possession of the Contractor.

2.21 Safety

The Contractor shall be responsible for the safety of the Contractors employees. The Contractor shall abide by all Federal, State, County, and City safety requirements and regulations. The Contractor is responsible to furnish the Contractors employees with all required safety equipment. The Contractor is required to comply with all OSHA regulations including but not limited to "Right to Know", "Confined Space Entry" and "Airborne Blood Pathogens".

2.21.1 Use of Barricades and Work Site Safety

The Contractor shall supply and use all pedestrian warning devices and any necessary barricade devices to keep the public or anyone other than the Contractors employees out of job sites. The Contractor shall furnish and post any required signs. The Contractor is responsible for the safety of the work site at all times.

2.22 Damages

The Contractor shall be liable for any and all damages to any City or private property, and the Contractor shall notify the City immediately of any damages.

2.23 Testing

The Engineer/Architect or other person designated by the Public Works Director to supervise the work shall have the right at any time to have tests made on any material used on the job. All expenses for tests shall be borne by the City of Coral Gables, except the cost of re-testing materials which failed to meet the specifications and waiting time due to Contractor failure to be ready for tests when scheduled. The cost and scheduling of such re-testing shall be the responsibility of the Contractor. All re-testing shall be done by the testing laboratory which tested the failed samples. The Contractor will inform the City of his source of materials with sufficient time to secure the necessary samples and perform the necessary tests. The Contractor shall request and receive inspections of specific phases of work as required elsewhere in these specifications

2.24 As-Built Information

As work progresses, the Contractor must record all information pertaining to changes and deviations from the contract drawings with special attention to all underground installations. At completion of the job, the Contractor shall submit a complete set of reproducible and in electronic form as-built drawings to the City. Additionally the contractor shall maintain a field book with all deviations recorded. The completed as-built sketches and field books and electronic files shall become the property of the City. As-built information must be supplied with each pay request. Failure to provide as-built information is cause to reject pay request.

2.25 Existing Signs and Utility Castings

All existing signs and utility castings shall be preserved and shall remain the property of either (a) the City of Coral Gables, 2800 SW 72nd Avenue, Miami, Florida 33155; (b) Miami-Dade County, Traffic Signal and Signs, 7100 NW 36th Street, Miami, Florida 33166. Those not reused shall be delivered to the City of Coral Gables or Miami-Dade County on a weekly basis.

2.26 Existing Sidewalks

The Contractor shall preserve the existing sidewalk, if any, throughout the project unless otherwise directed by the Engineer/Architect.

2.27 Restoration of Survey Markers

When existing survey markers are removed or destroyed as a result of the construction, it shall be the responsibility of the contractor to replace them using a registered licensed surveyor.

2.28 Hand Rolled Asphalt adjacent to Curb and Catch Basins

Asphalt adjacent to curbs and asphalt aprons around catch basins shall be hand rolled using a steel roller with a minimum weight of 200 pounds.

2.29 Completion of Punch List Items

Punch list items must be completed within 30 days of completion of final work. Failure to complete punch list items shall result in a deduction from the Contractor's monthly invoice, an amount equal to the cost of incomplete punch list items. This amount shall be in addition to the 10% retainage.

2.30 Plans

The Contractor or designated representative shall supervise their employees when any work is being performed and it shall be the Contractor's responsibility to make sure the employees are following the plans. All plans' revision expenses caused by the Contractor's or his employees' fault are the sole responsibility of the Contractor.

2.31 Striping

Refer to Plans

2.32 Sod

Refer to plans

2.33 Restoration of Pavement or Parkways

The cost of restoration of pavement or parkways shall be included in the unit cost of the item being constructed. No separate payment will be made for restoration.

2.34 Maintenance of Traffic

Unless otherwise specifically permitted by the proper authorities, the Contractor shall at all times maintain the streets passable on which his is conducting his work. The contractor will maintain access to all houses, garages, etc., with the least possible interruption and shall conduct his work so that the inconvenience to all property owners adjacent to the work will be at a minimum. All property owners shall be notified in advance if access to their property is to be temporarily interrupted in case of any hardship resulting there from; the Contractor shall make suitable arrangements with the property owners to the satisfaction of the Director.

The Contractor shall provide all temporary signing, striping, detouring, barricading, signals, competent flagmen, and etc. required in accordance with the minimum requirements of the current Manual of Uniform Traffic Control Devices, whenever and wherever needed for pursuance of the project, and/or as directed by the City or designated representative. The Contractor shall also coordinate these operations with the City of Coral Gables Public Works Department and Miami Dade County Department of Public Works. The Contractor shall supply the owner or designated representative with a traffic maintenance plan. Use of Police must be approved in advance by the City of Coral Gables. The Contractor may not submit additional charges for cost incurred for providing a Maintenance of Traffic plan.

2.35 Site Managements, Dust Control, Etc.

The Contractor shall maintain the site of the work in a reasonable condition, shall avoid or promptly remove accumulation of dirt, debris, etc., from streets and storage areas, shall control the creation of a dust nuisance by sprinkling or chloride treatment, shall limit noise, and vibration and take such other measure as may be reasonable or proper to avoid undue nuisance to surrounding property owners. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by his employees or

work, or the employees or work of any of his subcontractors. Contractor shall not stock pile materials at the project site unless approved in writing by the Project Manager.

2.36 Certified Applicator

When materials are installed that requires applicator certification the contractor must provide the City with documents verifying that the contractor is a current certified applicator certified by the manufacture. The contractor must meet any and all requirements by material manufactures in order to apply the materials and to validate the application and qualify for all warranty/guarantee requirements.

2.37 Parking

The Contractor shall be instructed where the company vehicles are to be parked while work is performed. The Parking Department Director shall determine the approved locations for parking. Servicing the City's facilities does not waive the requirement to pay for metered parking.

2.38 Site Cleanup / Maintenance of Site

The Contractor is responsible to keep job sites clean on a daily basis. The job site must be completely clean at the conclusion of the job and the Contractor must dispose of all waste.

2.39 Storm Water Erosion and Sedimentation Control

The contractor shall comply with the state of Florida Administrative code governing storm water erosion and sedimentation control best Management Practices.

2.40 Performance Evaluation

The City will evaluate in writing the Contractor's performance. The following are the categories for evaluation;

- Contractors Performance
- Ability to meet schedule
- Ability to adjust to circumstances
- Project met budget
- Change Orders
- Proper Staffing
- Proper Equipment
- Management of Subcontractors
- Compliance with Specifications
- Compliance with Documentation requirements
- Safety

The evaluation will be part of the contract file and shall include the comments of the Project Manager, Division Supervisor and the Assistant Director.

2.41 Hours of Work

Monday to Fridays: 7:30 a.m. to 6:00 p.m.

Saturday: 9:00 a.m. to 5:00 p.m.

No work is permitted on Sunday.

2.42 Completed Project Required

The specifications describe the various items or classes of work required enumerating or defining the extent of same where necessary to clarify the drawings, but failure to list any items shall not relieve the Contractor from furnishing, installing and performing such work where shown on the drawings, required by any part of the specifications or necessary for the satisfactory completion of the project.

2.43 Pre-Construction Conference

After the contract has been awarded and signed, but prior to commencement of work, a pre-construction conference shall be held. The conference shall be attended by authorized representatives of the City and Contractor. The purpose of this conference will be to review the Contractor's submitted progress schedule, clarify jurisdiction and to acquaint all parties present with the authorized representative to be notified. The Contractor will be notified in writing as to the date and place of the conference.

2.44 Construction Schedule

Within five (5) days of the Notice to Proceed, the Contractor shall submit a construction schedule critical path and a schedule of values for review and acceptance by the Architect and the City. The schedule shall reflect the

use of necessary manpower to complete the job within the specified time. **The Contractor shall coordinate with the City and Architect/Engineer to assure that there is not disruption and disturbance to the operations and activities of the existing facility. All utility interruptions shall be arranged with and approved by the City prior to commencement of such interruption. The Contractor shall perform work at off-hours and/or weekends, as necessary, to return to full service the facility operations within the time agreed, at no additional cost to the City.** The accepted schedules will be used as a basis to evaluate the progress of the work or the lack thereof. The schedule shall illustrate the sequence and time elements for each task required to complete the work within the Contract time and shall take into consideration such events as reasonable rainfall, etc.

2.45 Security

Before commencement of work, the General Contractor shall provide the Coral Gables Police Department designated person with a list of employees having access to the project site. This list shall be kept up-to-date. All employees of the General Contractor shall present their Driver's Licenses to receive a temporary pass for access into the building. The pass shall be returned at the end of each work day.

2.46 Time of Completion and Liquidated Damages

2.46.1 The Contractor shall substantially complete all the work to be performed under this Contract within 150 (one hundred fifty) calendar days, after date of written Notice to Proceed. The Contractor shall schedule manpower as necessary, taking into consideration holidays and no-work periods, for the work to be complete on or before substantial completion.

2.46.2 If the Contractor, or in the case of default, the Surety, fail to fully complete the work within the time stipulated in the proposal plus the time for excusable delays - the sum of five hundred dollars (\$500.00) per calendar day, until the work is completed, shall be deducted from any money due the Contractor not as a penalty but as a fixed, agreed upon amount as the recompense to the City for the loss of the facility, for additional costs incurred by the City for administration of the Contract during said period of time, and the disruption caused by the delayed construction activities.

2.46.3 Excusable delays: The right of the contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays, when such delays are caused by reasons stated below:

- a). Any acts of the government including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reasons of war, national defense, or any other national emergency.
- b). To any acts of the City of Coral Gables.
- c). To causes not reasonably foreseeable by the parties to the contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions, provided that the Contractor notifies the City within ten (10) days of the cause of the delay. Upon receipt of such notifications, the City shall ascertain the facts and the cause for the delay. If the delay is excusable, the City shall extend the time for completion of the work for a period if time commensurate with the period of excusable delay.

2.47 City's Allowance Account for Unforeseen Conditions

2.47.1 The total bid price shall include an Allowance Account in the amount of **\$50,000.00 (Fifty Thousand Dollars)**. The Allowance Account shall be used to pay for all labor, materials, equipment and services requested by the City which are beyond the requirements of the Contract Documents and are necessary due to unforeseen conditions at the site.

2.47.2 The Contractor shall perform additional work only upon written direction by the City. The Contractor will be entitled to draw from the Allowance Account for the agreed lump sum amount established as compensation for such additional work.

2.47.3 At the completion of the project, the balance remaining in the Allowance Account will be deducted from the Contract Price.

2.48 Approval of Materials

- 2.48.1** Whenever in these plans and/or specifications a certain brand of materials is specified, it is done for the purpose of establishing the level of quality, capacity and the characteristics desired. Materials or products specified by the name of manufacturer, or the brand or trade name or catalog reference shall be the basis of the bid.
- 2.48.2** The Contractor shall make written request for the use of alternate materials within ten (10) days after the Contract is signed, and before ordering any materials requiring approval. If the Contractor makes no request for approval of alternate materials within ten (10) days of the signing of the Contract, it shall be assumed that he intends to furnish the items specified.
- 2.48.3** The use of materials other than that specified without the written approval of the Engineer/Architect shall be sufficient reason for rejection of the work.

2.49 Project Layout

The Contractor shall layout the proposed work and contacts all utilities to verify utility locations. If changes are required, due to conflict or design, the Engineer/Architect will make the final determination.

2.50 Notice to Proceed

Upon receipt of the notice to proceed, the contractor shall commence work upon the site(s) within 10 working days and continue such work in an expeditious manner to a conclusion acceptable to the Engineer/Architect. No more than 7 consecutive days without construction activity will be allowed unless approved by the Engineer/Architect in writing.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 3

Invitation for Bid (IFB) No 2009.06.20

3.0: IFB GENERAL CONDITIONS

3.1. Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Bids or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bids which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Bidder(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this IFB. This offering of IFB itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Bidder.

3.2. Legal Requirements

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

3.3. Non-Appropriation of funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Project, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

3.4. Occupational License Requirements

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a Bid response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Bid; however, the City may, at its sole option and in its best interest, allow the Bidder to supply the license to the City during the evaluation period, but prior to award.

3.5. Minimum Qualification Requirements

The City of Coral Gables intends to procure items or service as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. Each Bidder shall complete the applicable Qualifications Statement and submit it with the Bid. Failure to submit statement and documents required thereunder may constitute grounds for rejection. The Bidder must have a proven record of successfully completing projects. The City reserves the right to make pre-Award inspections of the Bidder's facilities and/or equipment prior to Contract Award.

Bids will be considered only from firms that meet the following criteria:

- (a) Firms that are licensed Roofing Contractors.
- (b) Firms that are regularly engaged in the business of providing roofing services as described in the Invitation for Bid "Scope of Work".
- (c) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time as specified in the "Scope of Work".

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices of the industry as determined by the proper authorities of the City of Coral Gables.

At City's sole discretion, it may be determined that a Bidder is not "qualified", "non-responsive" and/or "not responsible". Bid may be rejected for any of, **but not limited to**, the following reasons:

- (a) Evidence of collusion with other Bidders. Participants in such collusion shall be disqualified for any further work from the City until such time as they are reinstated.
- (b) Submission of more than one Bid for the same Contract under the same or different names, in which case all such duplicated Bids shall be rejected.
- (c) Bidder lacks qualification or resources necessary to fulfill the intent of the Contract.
- (d) Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- (e) Bidder has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- (f) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined from a prepared survey of Bidder's capability to perform the work.

3.6. Public Entity Crimes

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 Proposal to provide any goods or services to a public entity, may not submit a Bid 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 in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

3.7. Resolution of Protests

Pursuant to Section 2-950 of the City of Coral Gables Code:

Notice of Intent: Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest bid specifications or a bid solicitation may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days prior to the date set for opening of bids or receipt of proposals.

Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days after notice of the city manager's written recommendation to the city commission for award of contract.

A notice of intent to file a protest is considered filed when received by the City Clerk's office.

Written Protest: A written protest based on any of the foregoing must be submitted to the City Clerk's office within five (5) calendar days after the date the notice of protest was filed. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest. A written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

A written protest is considered filed when received by the City Clerk's office.

Filing Fee: The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less.

Compliance with filing requirements: Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the City Clerk's office within the time provided above shall constitute a forfeiture of such party's right to file a protest. The protesting party shall not be entitled to seek redress before the City Commission or seek judicial relief without first having followed the procedure set forth in this section.

3.8. Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the IFB. A "responsive" Response is one which meets the requirements of the IFB, is submitted in the format outlined in the IFB, is a timely submission, and has the appropriate signature as required on each document.

3.9. Collusion

The Bidder, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Bidder certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Bidder certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

3.10. Sub-Contractor(s)

A Sub-Contractor is an individual or firm contracted by the Bidder(s) to assist in the performance of services required under this IFB. A Sub-Contractor shall be paid through Bidder(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this IFB. Bidder(s) shall clearly reflect in its Response the major Sub-Contractor to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Bidder(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Bidder(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this IFB.

Bidder(s) shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Bidder(s).

3.11. Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

3.12. Public Records

Sealed bids or proposals received by an agency pursuant to invitations for bid or requests for proposals are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 10 days after bid or proposal opening, whichever is earlier.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 4

Invitation for Bid (IFB) No 2009.06.20

4.0: INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS

4.1 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by Laws and Regulations, the Respondent(s) who are awarded the bid shall indemnify and hold harmless the City and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and chares of attorneys and other professionals and court and arbitration 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 and (b) is caused in whole or in part by any willful or negligent act or omission of Respondent, any subconsultant, or 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 City or any of its consultants, agents, or employees by any employee of Respondent, and subconsultant, 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 Respondent or any such subconsultant 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 Section 725.06 (Chapter 725), Florida Statutes.

4.2 INSURANCE REQUIREMENTS

4.2.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill it obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

4.2.2 INSURER REQUIREMENTS

The Contractor and/or Vendor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

4.2.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

4.2.3.1 Professional Liability Insurance with a limit of liability no less than \$5,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

4.2.3.2 Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

4.2.3.2.1 Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

4.2.3.2.2 Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

4.2.3.3 Commercial General Liability Insurance written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

4.2.3.3.1 Each Occurrence Limit - \$1,000,000

4.2.3.3.2 Fire Damage Limit (Damage to rented premises) - \$100,000

4.2.3.3.3 Personal & Advertising Injury Limit - \$1,000,000

4.2.3.3.4 General Aggregate Limit - \$2,000,000

4.2.3.3.5 Products & Completed Operations Aggregate Limit - \$2,000,000

4.2.3.4 Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

4.2.3.4.1 Combined Single Limit (Each Accident) - \$1,000,000

4.2.3.4.2 Any Auto (Symbol 1)

4.2.3.4.3 Hired Autos (Symbol 8)

4.2.3.4.4 Non-Owned Autos (Symbol 9)

4.2.3.5 Property Insurance is required only when the contractor is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including transit) covered by the broadest Property Coverage Form commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost

basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the property being insured.

This project requires to provide an Installation Floater in the amount equal to the total project cost. Should you require the use of a crane for this project, Attachment "D" shall be completed and submitted with your bid.

4.2.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

4.2.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

4.2.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

4.2.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

4.2.4.4 Property Insurance

As a minimum standard, the ISO (Insurance Services Office, Inc.) CP 0010 - Building and Personal Property Form along with the CP 1030 - Special Perils Coverage Form or their equivalents must be used.

4.2.5 REQUIRED ENDORSEMENTS

4.2.5.1 The following endorsements with City approved language

4.2.5.1.1 Additional insured status provided on a primary & non-contributory basis

4.2.5.1.2 Waiver of Subrogation

4.2.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
RISK MANAGEMENT DIVISION
2801 SALZEDO STREET, SECOND FLOOR
CORAL GABLES, FL 33134

4.2.5.2 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

4.2.5.3 The City of Coral Gables shall be named as a Loss Payee and Additional Insured on all Property and/or Inland Marine Policies as their interest may appear.

4.2.6 HOW TO EVIDENCE COVERAGE TO THE CITY

4.2.6.1 The following documents must be provided to the City;

4.2.6.1.1 A Certificate of Insurance containing the following information:

- 4.2.6.1.1.1 Issued to entity contracting with the City**
- 4.2.6.1.1.2 Evidencing the appropriate Coverage**
- 4.2.6.1.1.3 Evidencing the required Limits of Liability required**
- 4.2.6.1.1.4 Evidencing that coverage is currently in force**
- 4.2.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.**

4.2.6.1.2 A copy of each endorsement that is required by the City

4.2.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

4.2.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

4.2.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

4.2.7 WAIVER OF INSURANCE REQUIREMENTS

Should a Respondent not be able to comply with any insurance requirement, for any reason, the respondent must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Respondents are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 5

Invitation for Bid (IFB) No 2009.06.20

5.0: EVALUATION / SELECTION PROCESS

5.1. Evaluation Procedures

- (a) The Chief Procurement Officer or designee(s) shall review all Bids submitted and evaluate each Proposal. The evaluation will consist of, but not be limited to, Bidders willingness and ability to provide all services requested under the conditions stated in this IFB. The Chief Procurement Officer or designee(s) will also evaluate the Proposer(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, emergencies, cost of services, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables personnel may inspect other facilities to verify whether the Bidder possesses adequate equipment, repair facilities and personnel to satisfy the requirements of the Bid. The City of Coral Gables shall be the sole judge in determining Bidders qualifications.
- (c) As part of the evaluation process, the City may conduct background investigations of Bidder, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department FDLE. Bidder submission of Bid constitutes acknowledgement of the process and consent to such investigation.

5.2. Method of Selection/Selection Criteria

After Proposals are opened in the Procurement Division Office, proposals will be evaluated and one or more of the Bidders deemed responsible and responsive. Upon the completion of the review and interviews, if any, the Chief Procurement Officer or designee(s) shall make a recommendation to the City Manager for City Commission approval.

Upon approval of the City Commission, when applicable, a Contract shall be awarded to one or more bidders deemed the most responsible, responsive Bidder meeting all specifications. The Contractor shall not be permitted rate increases as a result of a low Bid. Non-performance shall result in cancellation of the contract with the Bidder.

The City and the successful Bidder(s) shall execute a contract ("agreement") within thirty (30) days after Notification of Award. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the IFB through action taken by the City Commission at a duly authorized meeting. If the Bidder first awarded the Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Bidder, or re-advertised, as determined by the City.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5121, Fax: 305-460-5116

SECTION 6

Invitation for Bid (IFB) No 2009.06.20

6.0: IFB RESPONSE FORMS

SUBMITTED TO:

City of Coral Gables
Office of the Chief Procurement Officer
2800 SW 72 Avenue
Miami, Florida 33155

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the Bid and Contract Documents for the Contract price and within the Contract time indicated in the Bid and in accordance with the Other terms and conditions of the bid and Contract Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Response Form all of the terms and conditions of the Invitation for Bid.
3. Bidder proposes to furnish all labor, services and supervision for the work described in this Invitation for Bid.
4. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bid:

Addendum No. ONE Date JULY 2, 2009 Initials BB

Addendum No. _____ Date _____ Initials _____

Addendum No. _____ Date _____ Initials _____

No addendum was received _____ Date _____ Initials _____

5. Bidder accepts the provisions of the Contract as to penalties in the event of failure to provide services as indicated.

6. Bidders correct legal name: BEVAR CONSTRUCTION INC

Address: 6326 S.W. 191 AVE

City/State/Zip: PEMBROKE PINES, FL. 33332

Telephone No./Fax No.: 954-431-0981 / 954-431-4827

Social Security or Federal I.D. No.: 6V-0860667

Officer signing Bids: BEHNY BEVAR Title: PRESIDENT

STATEMENT OF NO BID

NOTE: If you do not intend to submit a Response on this commodity or service, please return this form in the bid envelope on or before bid opening. Failure to submit a response after three (3) times without a sufficient justification of "No Bid" will be cause for removal from the vendor/bidder's list.

City of Coral Gables
Procurement Division
2800 S.W. 72nd Avenue
Miami, FL 33155

We, the undersigned, have declined to submit a bid on your **RFP No 2009.06.20 – Cocoplum Entry Guardhouse Renovations.**

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet specifications.
- _____ We are unable to meet bond requirements.
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet insurance requirements.
- _____ Remove us from your bidders' list for this commodity or service.
- _____ Other (specify below).

Remarks: _____

We understand that if this statement is not completed and returned, our company may be deleted from the City of Coral Gables bidders' list for this commodity or service.

Company Name: _____

Signature: _____

Title: _____

Telephone: _____

Date: _____



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 7

Invitation for Bid (IFB) No 2009.06.20

7.0: BID PRICING SCHEDULE

7.1 BID PRICING SCHEDULE FORM

Bidder should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a bid from further consideration.

Bidder shall submit a Bid expressing its interest in providing the services described herein. To receive consideration, this Invitation for Bid must be submitted in its entirety, with all forms executed. Bids must be typed or printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Bidder must be initialed. Any additional information to be submitted as part of the Bid may be attached behind the Bid Pricing Schedule Form. Additional information shall be attached behind this form, carefully cross-referencing each item number and/or letter.

BIDDERS NAME: BEVAR CONSTRUCTION INC

CONTACT NAME / TITLE: BENNY BEVAR

SIGNATURE: _____ DATE: 7/9/09

ADDRESS: 6326 S.W. 191 AVE

TELEPHONE 954-431-1991 FACSIMILE 954-431-4627 EMAIL: DBREVAR@BELLSOUTH.NET

7.2 Total Bid Pricing Schedule

Provide all services, labor, tools, materials, insurance and supervision to complete the work according to the attached plans and specifications. The Base Bid consist but is not limited to the provision of all services, labor, tools, materials, insurance and supervision to complete the work according to the attached plans and specifications for the COCOPLUM ENTRY GUARDHOUSE.

Base Bid Price	\$ 325,000.00
Allowance account	\$ 50,000.00
Total Bid Amount	\$ 375,000.00

Total Bid: (written): THREE HUNDRED SEVENTY FIVE \$⁰⁰/₁₀₀ dollars.

The total bid amount shall equal the Base Bid price plus Allowance Account. The contract will be awarded based on the Total Bid Amount.

7.3 Schedule of Values

The bidder shall provide the following preliminary Schedule of Values based on Standard CSI Format for Administrative purposes. This information is required with the submission of bid and when approved by the Architect/Engineer, will be used to evaluate Application for Payments of the successful bidder.

The total amount shall equal the Base Bid Price.

DIVISION 1 – General Requirements	
Temporary Facilities & Controls	\$ 7,000.00
Insurance & Bond	\$ 9,000.00
MOT	\$ 2,500.00
Supervision	\$ 12,000.00
DIVISION 2 – Site Work	
Demolition	\$ 7,000.00
Earthwork	\$ 3,500.00
Landscaping	\$ 10,000.00
Irrigation	\$ 2,500.00
Concrete Curbing	\$ 1,500.00
Driveway Concrete Band	\$ 3,000.00
Driveway Paver System	\$ 50,000.00
Asphalt Repairs	\$ 1,500.00
DIVISION 3 - Concrete	
Concrete	\$ 15,000.00
DIVISION 4 - Masonry	
Blockwork	\$ 500.00
Oolite Stone veneer, Molding, Keystone Cap	\$ 35,000.00
DIVISION 6 – Wood & Plastics	
Decorative Wood Brackets, Trellis, Facia	\$ 4,000.00
DIVISION 7 – Thermal & Moisture Protection	
Building Insulation	\$ 300.00
Roofing	\$ 5,000.00
DIVISION 8 – Doors & Windows	
Doors & Hardware	\$ 4,400.00
Windows & Sliding Glass Doors	\$ 8,600.00
DIVISION 9 - Finishes	
Flooring & Base	\$ 1,250.00
Finished Drywall	\$ 2,250.00
Painting	\$ 2,091.00
Stucco	\$ 1,500.00
DIVISION 10 - Specialties	
Bathroom Accessories	\$ 350.00
Fire Extinguishers	\$ 150.00

DIVISION 13 – Special Construction	
Fountain (Plumbing, jets, pump, tile, electrical)	\$ 44,450.00
Gate Access System	\$ N/A
DIVISION 15 - Mechanical	
Plumbing	\$ 4,000.00
Gas	\$ 5,000.00
HVAC	\$ 3,000.00
DIVISION 16 – Electrical	
Electrical (Include emergency generator)	\$ 50,000.00
Other (specify):	\$ 0
Overhead & Profit:	\$ 27,659.00
Base Bid Price	
Owner's Allowance Account	\$ 50,000.00
Total Bid Amount	375,000.00
Deductive Alternate # 1 – Delete emergency generator (include electrical conduit to handhole at generator location).	\$ 15,000.00

The bidder further agrees to start work within ten (10) working days of receiving written notice to proceed from the City. The City reserves the right to delete or add any items on

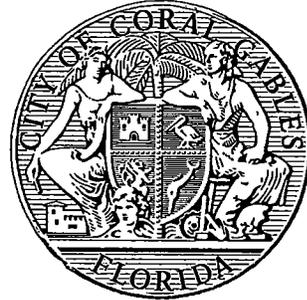
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Patrick G. Salerno, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



IFB No. 2009.06.20

**COCOPLUM ENTRY
GUARDHOUSE
RENOVATIONS**

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155

Michael P. Pounds, ICMA CM, Chief Procurement Officer
Danilo “Danny” Bedit, Procurement Supervisor
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

RFP Prepared by: **Joe V. Rodriguez, CPPB, FCCM**
Telephone: 305-460-5121 / Facsimile: 305-460-5116
contracts@coralgables.com

ATTACHMENT “A” FORMS

Bidder shall prepare and submit these forms as part of its response, preferably signed in blue ink, one (1) original.

CITY OF CORAL GABLES

BIDDER QUALIFICATIONS STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Bidder, along with the Bid being submitted for the goods, services and/or construction required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Bid.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

BIDDERS NAME: BEVAR CONSTRUCTION INC

CONTACT NAME: BEHNY BEVAR

TITLE: PRESIDENT

ADDRESS: 6326 S.W. 191 AVE PEMBROKE PINES, FL. 33332

TELEPHONE 954-431-5981 FACSIMILE 954-431-4627

EMAIL: DBBEVAR@BELL SOUTH.NET

FEDERAL EMPLOYER ID NO: _____

MARK ONE: CORPORATION PARTNERSHIP _____ INDIVIDUAL _____ OTHER _____

List all current licenses held and provide copies

- (a) STATE OF FLORIDA OV9731
- (b) MIAMI DADE COUNTY _____
- (c) CITY OF CORAL GABLES MUNICIPAL LICENSE _____
- (d) OTHERS _____

1. State the true, exact, correct and complete name of the partnership, corporation, and trade of fictitious name in which business is transacted and the address of the place of business.

Proposers Name: BEVAR CONSTRUCTION INC

The address of the principal place of business is: 6326 S.W. 191 AVE
PEMBROKE PINES, FL. 33332

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: JULY 27, 1998
- b. State of Incorporation: FLORIDA
- c. President's: BENNY BEJAR
- d. Vice President's: _____
- e. Secretary: _____
- f. Treasurer: _____
- g. Name and address of Resident Agent: BENNY BEJAR
6326 S.W. 19th AVE
PEMBROKE PINES, FL. 33332
Telephone: 954-431-1981 Facsimile: 954-431-4627
Email: _____

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals and their titles:

5. Are any of the principals of this company employed by the City of Coral Gables? If so, please disclose their names below:

NO

6. If Bidder is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statue.

7. How many years has organization been in business under present business name?

10 YEARS

- a. Under what other former names has organization operated?

NONE

8. Indicate registration, license numbers or certificate numbers for the business or professions which are the subject of this Bid. Please attach certificate of competency and/or state registration.

STATE OF FLORIDA - CBCOV9731

9. Have you personally inspected the site of the proposed work?

(Y) (N)

10. Do you have a complete set of documents, including drawings and addenda?

(Y) (N)

11. Did you attend the Pre-Bid Conference if any such conference was held?
(Y) _____ (N)

12. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
(Please provide the name and contact information of the entity which was involved)

NO

a Has any other entity held you in default of a contract? If so, which entity? Please provide the name and number of the contact.

NO

13. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided. (Governments are preferred as references.)

<u>MR. ALEX DIAZ</u>	<u>ONE GOLDEN BEACH DR</u>	<u>305-932-0744</u>
(name)	(address)	(phone number)
<u>MR. LEO LLANOS</u>	<u>VILLAGE OF PINECREST</u> <u>12647 PINECREST PARKWAY</u> <u>PINECREST, FL 33156</u>	<u>305-234-2121</u>
(name)	(address)	(phone number)
<u>MR. DL ENGLE</u>	<u>10411 SW 122 AVE</u> <u>M. AM, FL 33124</u>	<u>305-991-5828</u>
(name)	(address)	(phone number)

14. State the name of individual who will have personal supervision of the work:

Project Manager Name: BENNY BEJAR

Title: PRESIDENT

Telephone: 954-431-5781 Facsimile: 954-431-4627

Email address: DBBEJAR@BELLSOUTH.NET

Provide the following information regarding your Insurance Requirements:

a. Name of Insurance Carrier: MID-CONTINENT CASUALTY CO.

b. Type of Coverage: LIABILITY

c. Limits of Liability: 2,000,000.00

d. Coverage/Policy Dates: 04-11-09 THRU 04-11-10

e. Name of Insurance Agent(s): W.F. ROEMER INSURANCE AGENCY

f. Agent(s) telephone including area code: 954-731-5566

15. Has your insurance coverage ever been cancelled for non-payment of insurance premiums?
NO

16. Has your insurance coverage ever been cancelled for any other reason? NO

If so, what was the reason? _____

16. **Experience Record:** List past and/or present contracts, work, and jobs, that BIDDER has performed of a type similar to what is required by specifications of the City's Bid:

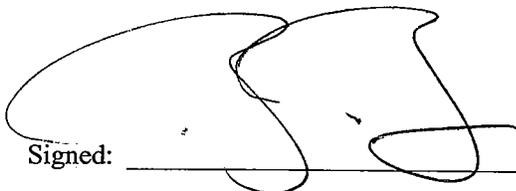
FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB
<u>GOLDEN BEACH ONE GOLDEN BEACH DR. 11000 S.W. 57 AVE PINECREST, FL.</u>	<u>10-14-07</u> <u>1-02-08</u>	<u>RENOVATION OF HISTORIC BEACH PAVILION RENOVATION OF HISTORIC ORIGINAL ENT. OF PARTIAL JUNGLE</u>
_____	_____	_____
_____	_____	_____

17. **References:** List references that may be contacted to ascertain experience and ability of Bidder. Provide a minimum of three (3) references including **COMPANY NAME, ADDRESS, CONTACT PERSON, TELEPHONE, FACSIMILE AND EMAIL ADDRESS:**

MR. ALEX DIAZ
ONE GOLDEN TREASURY DR. 305-932-0744 / 305-932-1198
MR. LEO LANOS
PINEHURST, FL. 305-234-2121
MR. AL ENGLER
DEVONAIRE PARK 305-591-5828

18. Provide any additional information as to qualifications and/or experience, attach documentation to this form.

BEJAR CONSTRUCTION INC
6326 S.W. 191 AVE
PENSACOLA PINES, FL. 33332
SEE ATTACHED REFERENCES

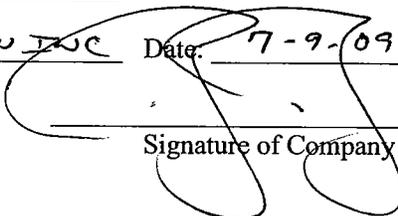
Signed: 

Title: PRESIDENT

Type Name: BENNY BEJAR

Company: BEJAR CONSTRUCTION INC

Date: 7-9-09



Signature of Company Owner

STATE OF FL

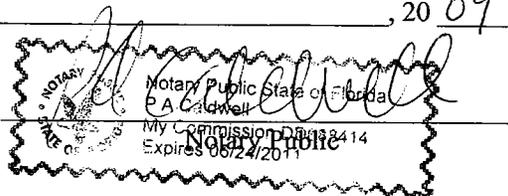
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority Benny Bejar
(Name of individual signing)

Who, after being sworn by me, affixed signature in the space provided above on this

9th date of July, 20 09

Commission expires: 6/24/2011



**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 CITY OF CORAL GABLES
[print name of the public entity]

by BENNY BEVAR, PRESIDENT
[print individual's name and title]

for BEVAR CONSTRUCTION INC
[print name of entity submitting sworn statement]

Whose business address is:

6326 S.W. 191 AVE
PEMBROKE PINES, FL. 33332

and (if applicable) its Federal Employer Identification Number (FEIN) is 6V-0860667

If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.)

2. I understand that a "public entity crime" as define 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 an 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 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 of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or

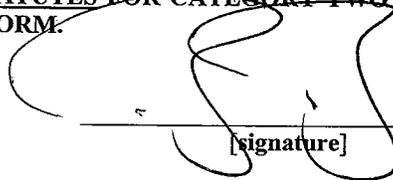
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.
[attach a copy of the final order]

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


[signature]

Sworn to and subscribed before me this 9th day of July, 2009

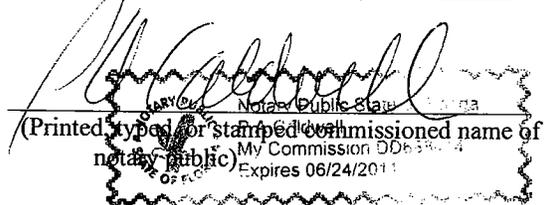
Personally known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of FL

My commission expires 6/24/2011


(Printed, typed, or stamped commissioned name of notary public) My Commission Expires 06/24/2011

CONE OF SILENCE

Sec. 2-1059. Cone of Silence, contracts for the provision of goods and service

The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the City of Coral Gables.

(1) *Purpose and intent.* It is the intent of this article to prevent city commissioners or the city manager and the city manager's office, potential vendors, bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed on the request for proposals (RFP), request for qualifications (RFQ), or invitations for bids (IFB).

(2) *Cone of silence* is defined to mean a prohibition on:

a. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members;

b. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and/or the city manager's office, with city department heads, the city departments' staff, selection committee or evaluation committee members.

(3) *Applicability.*

a. The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.

b. The cone of silence shall not apply to:

1. Informal bids as defined in the procurement code;
2. Emergency purchases of supplies, services or construction;
3. Duly noticed pre-bid or pre-proposal conferences;
4. Duly noticed site visits;
5. Sole source procurements;
6. Bid waivers;
7. Oral presentations during duly noticed meetings;
8. Competitive negotiations;
9. Public presentations made to the city commission during any duly noticed public meeting;
10. Contract negotiations and electronic commerce;
11. Inquiries by the city commissioners or third parties to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process;
12. Written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
13. Communications with the city attorney;
14. Communications between a city commissioner, the city manager, assistant city managers, the city clerk and the city attorney;
15. Communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney and potential offerors, vendors, service providers, lobbyists or consultants;
16. Communications between the city manager or assistant city managers and the chairperson of the selection committee after the selection committee has submitted its written recommendations to the city manager on any and all matters relating to the recommendations. Should any change occur in the committee recommendation as a result

of such communication, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager with the city clerk, and be included in any recommendation submitted by the city manager to the city commission.

(4) *Procedure.*

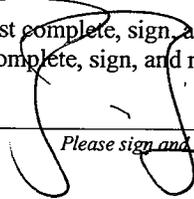
a. *Imposition.* A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) and any other solicitation when advertised. At the time of imposition of the cone of silence, the city manager shall provide public notice of the cone of silence and shall advise the affected department(s) in writing. The affected departments includes, but is not limited to, selection committee members, user departments, department heads, city attorney, city manager, assistant city manager(s), and the city commission.

b. *Termination.* Except as otherwise provided herein, the cone of silence shall terminate at the time of the city manager's approval of the award, or the city manager's written recommendation to the city commission, as may be applicable, is received by the city clerk, or at such time that bids or proposals are rejected by the city commission or the city manager; provided, however, that if the commission refers the city manager's recommendation back to the city manager or staff for further review, the cone of silence shall be re-imposed until such time as the city manager's subsequent written recommendation is received by the city clerk.

(5) *Penalties.* Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission. In addition to any other penalty provided by law, violation of any provision of this ordinance by a city employee shall subject said employee to disciplinary action up to and including dismissal. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection or evaluation committee unless such appointment is approved by a four-fifths vote of the city commission. A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

Proposer must complete, sign, and enclose Cone of Silence document, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:



BENJAMIN BEJAR

TITLE: PRESIDENT

Please sign and type or Print Name:

COMPANY: BEJAR CONSTRUCTION INC DATE: 7-9-09

CODE OF ETHICS AND CONFLICT OF INTEREST

Sec. 2-1055. Ethics

Any attempt by city employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this division is also a breach of ethical standards. The provisions of city ordinances, county ordinances, and state statutes shall be strictly enforced to preserve the public trust.

Sec. 2-1056. Prohibition on transacting business with the city

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the board or committee of the City of Coral Gables on which that person serves, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violations of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal (1) the payment of taxes, special assessments or fees for services provided by the city government; (2) the purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time. This provision shall not apply to boards and committees which have been exempted by the city commission from the requirement of the city's ethic code.

(1) *Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- a. An open-to-all sealed competitive proposal has been submitted by the offeror; or
- b. The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by an offeror defined above; or
- c. The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; or
- d. That the property or services to be involved in the proposed transaction are being offered to the city at a cost of no more than 80 percent of fair market value based on a certified appraisal paid for by the offeror; and
- e. That the proposed transaction will be in the best interest of the city. Such findings shall be spread on the minutes of the commission. This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

(2) *Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

Sec. 2-1057. Further prohibition on transacting business with the city

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city board or committee on which they serve, or with any person or agency acting for the city board or committee, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Waiver of this section may only be obtained by following the provisions of section 2-1056.

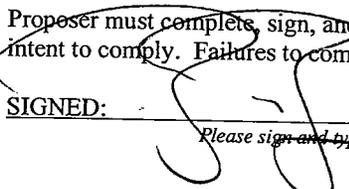
Additionally, no commission member shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any persons or entities which would be or might be directly or indirectly affected by any action of the city commission: (i) officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or (ii) stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the commission member in a manner distinct from the manner in which it would affect the public generally. Any commission member

who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

Sec. 2-1058. Compulsory disclosure by employees of firms doing business with the city

Should any commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee be employed, by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the City within 15 days after the person has actual or constructive notice of the relationship.

Proposer must complete, sign, and enclose Conflict of Interest and Code of Ethics documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:  BENNY BEVAR TITLE: PRESIDENT

Please sign and type or Print Name:

COMPANY: BEVAR CONSTRUCTION INC DATE: 7-9-09

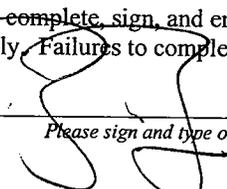
FORMAL SOLICITATIONS PROTEST PROCEDURES

Sec. 2-950. Resolution of protested solicitations and awards—Formal

- (a) *Right to protest on solicitations.* The following procedures shall be used for resolution of protested solicitations.
- (b) *Protest of solicitation.* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest bid specifications or a bid solicitation may file a written notice of intent to file a protest with the city clerk's office within three calendar days prior to the date set for opening of bids or receipt of proposals. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (c) *Protest of award.* Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the city clerk's office within three calendar days after notice of the city manager's written recommendation to the city commission for award of contract. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (d) *Contents of protest.* A written protest based on any of the foregoing must be submitted to the city clerk's office within five calendar days after the date the notice of protest was filed. A written protest is considered filed when received by the city clerk's office. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (h) below. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest.
- (e) *Computation of time.* No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday or legal holiday.
- (f) *Challenges.* The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.
- (g) *Authority to resolve protests.* The chief procurement officer, after consultation with the city attorney, shall issue a written recommendation within ten calendar days after receipt of the written protest. Said recommendation shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The city manager's decision shall be sent to the city commission for approval or disapproval thereof. A protest of an award of a contract by the city commission may be filed with the circuit court pursuant to the Florida Rules of Appellate Procedure.
- (h) *Stay of procurement during protests.* Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city manager or the city commission as provided in subsection (f) above, unless the city manager, after consultation with the head of the user department, the chief procurement officer, and the city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare and protect substantial interests of the city.
- (i) *Costs.* All costs accruing from a protest shall be assumed by the protestor.
- (j) *Filing fee.* The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor less any costs assessed under subsection (i) above.

(k) *Compliance with filing requirements.* Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the city clerk's office within the time provided in subsections (a), (b) and/or (c), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek redress before the city commission or seek judicial relief without first having followed the procedure set forth in this section.

Proposer must complete, sign, and enclose Formal Solicitations Protest Procedures documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:  BENNY BETAN TITLE: PRESIDENT

Please sign and type or Print Name:

COMPANY: BETAN CONSTRUCTION INC DATE: 7-9-09

**CITY OF CORAL GABLES
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to CITY OF CORAL GABLES
(print name of public entity)

by BEHNIS BEVAR, PRESIDENT
(print individual's name and title)

for BEVAR CONSTRUCTION INC
(print name of entity submitting sworn statement)

whose business address is: 6326 S.W. 191 AVE
PEMBROKE PINES, FL. 33332

and (if applicable) its Federal Employer Identification Number (FEIN) is 6V-0860667
(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:

_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

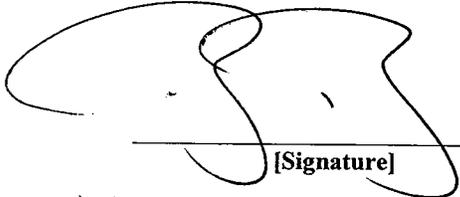
The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

**CITY OF CORAL GABLES
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631



[Signature]

Sworn to and subscribed before me this 9th day of July, 20

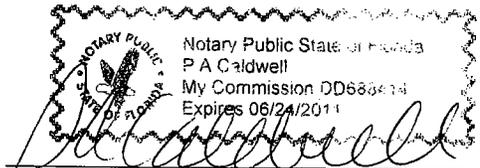
Personally known _____

or produced identification:

[Type of Identification]

Notary Public, State of FL

My Commission Expires 6/24/2011



[Printed, typed or stamped
commissioned name of
Notary Public]

CERTIFIED RESOLUTION

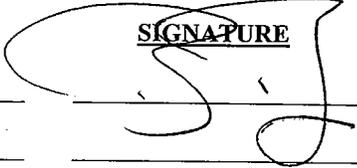
I, BENNY BEVIL, duly elected Secretary of BEVIL CONSTRUCTION INC, a corporation organized and existing under the laws of the State of FLORIDA, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting held in accordance with law and the by-laws of said corporation.

IT IS HEREBY RESOLVED that BENNY BEVIL, PRESIDENT (insert name), the duly elected PRESIDENT (insert title of officer) of BEVIL CONSTRUCTION INC submit a Proposal and Bid Bond, if such bond is required, to the City of Coral Gables and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond and other such instruments signed shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Gables shall be fully protected in relying on such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any person so certified or for refusing to honor any signature not so certified.

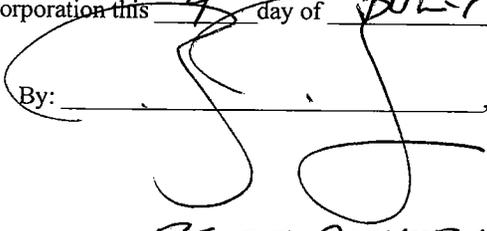
I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>BENNY BEVIL</u>	<u>PRESIDENT</u>	
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of said corporation this 9 day of JULY, 2009

(SEAL)

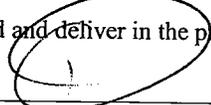
By:  Secretary

BEVIL CONSTRUCTION INC
Name of Corporation

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Gables that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

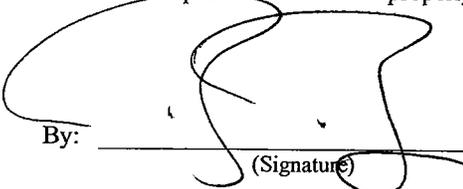
Signed, sealed and deliver in the presence of:



Witness



Witness

By: 

(Signature)

BENNY BEVIL

(Print Name)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
 - _____ (a) Maintaining, defending, or settling any proceeding.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self Employed

NOTE: This sheet **MUST** be enclosed with your Proposal if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OR PROPOSER

Offeror's Certification

WHEN OFFERER IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this ___ day of _____, 20 ___.

Print Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Print Name of Partner

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Registration

State of Florida
County of _____

On this ___ day of _____, 20___, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ as whose name(s) is/are Subscribe
(Name(s) of individual(s) who appeared before notary)
to the within instrument, and he/she/they acknowledged that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

Personally known to me or
Produced identification:

(Type of Identification Produced)

DID take an oath, or **DID NOT** take an oath

Offeror's Certification

WHEN OFFERER IS A CORPORATION

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this 9 day of JULY, 2009

BEJAR CONSTRUCTION INC
Print Name of Corporation

FLORIDA
Print State of Incorporation

(CORPORATE SEAL)

By: [Signature]
Signature of President /other Authorized Officer

BENNY BEJAR
Print Name of President/other Authorized Officer

ATTEST:

6326 S.W. 191 AVE
Address of Corporation

PEMBROKE PINES, FL. 33332
City/State/Zip

By: _____
Secretary

904-431-1981
Business Telephone Number

On this 9th day of July, 2009, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledge by

Benny Bejar President
(Name of Corporate Officer(s) and Title(s))

of Bejar Construction Inc on behalf of the Corporation
(Name of Corporation and State of Place of Incorporation)

WITNESS my hand and official seal

Notary Public State of Florida
A. Caldwell
Commission 00538414
Expires 06/24/2011
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:

(Type of Identification Produced)

DID take an oath, or DID NOT did not take an oath

Offeror's Certification

**WHEN OFFERER IS A SOLE PROPRIETORSHIP OR
OPERATES UNDER A FICTITIOUS OR TRADE NAME**

IN WITNESS WHEREOF, the Offerer here to has executed this Proposal Form this ____ day of _____, 20 __.

Print Name of Firm

By: _____
Signature of Owner

Witness

Print Name of Individual

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Florida
County of _____

On this ____ day of _____, 20 __, before me, the undersigned Notary Public of the
State of Florida, personally appeared _____

(Name(s) of individuals(s) who appeared before notary)
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledged that
he/she/they executed it.

WITNESS my hand
and official seal

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:

(Type of Identification Produced)

DID take an oath, or **DID NOT** did not take an oath

NON-COLLUSION AFFIDAVIT

State of FLORIDA)

)ss.

County of BROWARD)

BENJAMIN BEVAL being first duly sworn,
deposes
and says that:

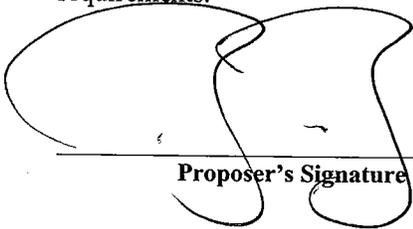
- (1) Affiant is the OWNER
BEVAL CONSTRUCTION INC (Owner, Partner, Officer, Representative or Agent) of
the Proposer that has submitted the attached Proposal;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor and 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 Proposer or firm, or person to submit a collusive or sham Proposal in connection with the work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that BEVAN CONSTRUCTION II
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 work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, Employee Assistance Programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee a copy of the statement specified in subsection (1) that are engaged in providing the commodities or contractual services that are proposed.
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 proposed, 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.

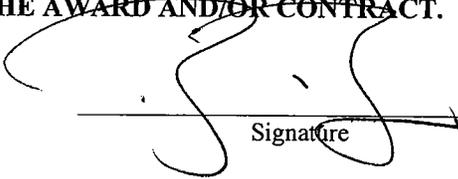


Proposer's Signature

7/9/09

Date

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS QUALIFICATION STATEMENT ON BEHALF OF THE APPLICANT. THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE PROPOSAL, AND IF, AFTER TERMINATE THE AWARD AND/OR CONTRACT.

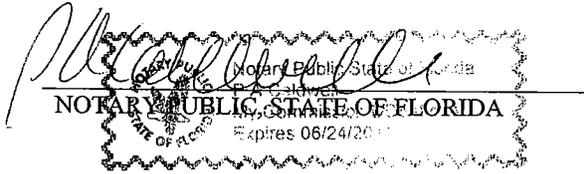


Signature

State of Florida

County of Broward

On this the 9th day of July, 2009, before me, the undersigned Notary Public of the State of Florida, personally appeared Benny Bejar and whose name(s) is/are subscribes to (Name(s) of individual(s) who appeared before notary) the within instrument, and acknowledge it's execution.



NOTARY PUBLIC
SEAL OF OFFICE:

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

~~Personally known to me, or~~
Produced identification:

(Type of Identification Produced)

**CITY OF CORAL GABLES
LOBBYIST – ISSUE APPLICATION**

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which foreseeable will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Your Name: (Print)

LOBBYIST

Your Business Name: (Print)

Business Telephone Number:

Business Address:

Client you are representing on this issue:

Name of Client: (Print)

Client's Address:

Name of Corporation, Partnership, or Trust: (Print)

Names of all persons holding, directly or indirectly, a 5% or more ownership interest in the corporation, partnership, or trust: (Print)

**CITY OF CORAL GABLES
LOBBYIST
BIENNIAL REGISTRATION APPLICATION**

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, INDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Name: (Print) _____
LOBBYIST

Business Name: (Print) _____

Business Telephone Number: _____

Business Address: _____

State the extent of any business or professional relationship with any current member of the City Commission.

PRINCIPALS REPRESENTED: List here all principals currently represented by you, including address and telephone number:

ANNUAL REPORT: On July 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is

required to be filed without expenditures.

ISSUE FEE: You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on behalf of a specific issue and to fill out an Application stating under oath, your name, business address, the name of each principal employed by you to lobby, and the specific issue of which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

BIENNIAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to the filing of an Issue Application to lobby on a specific issue and the \$500.00 Biennial Lobbyist Registration Fee must be paid on or before October 1, 2000.

I _____ hereby swear or affirm under penalty of
(Print Name of Lobbyist)
perjury that I have read the provisions of Dade County Code Sec, 2-11.1(s)
governing Lobbying and that all of the facts contained in this Registration
Application are true and that I agree to pay the \$500.00 Biennial Lobbyist
Registration Fee on or before October 1, 2000 and on or before October 1,
of each even-numbered year thereafter, if I continue as an active Lobbyist in
the City of Coral Gables.

Signature of Lobbyist

STATE OF FLORIDA)
 }
COUNTY OF DADE)

BEFORE ME personally appeared _____ to me well known and known to me to be the
person described in and who executed the foregoing instrument, and acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this _____.

_____ Personally Known

_____ Produced ID

Notary Public
State of Florida

\$500.00 Fee Paid _____

Received By _____

\$500.00 Fee Waived for Not-for-Profit Organizations (documentary proof attached) _____

CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Patrick G. Salerno, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



IFB No. 2009.06.20

**COCOPLUM ENTRY
GUARDHOUSE
RENOVATIONS**

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155

Michael P. Pounds, ICMA CM, Chief Procurement Officer
Danilo “Danny” Bedit, Procurement Supervisor
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margarie Gomez, Contract Specialist

RFP Prepared by: **Joe V. Rodriguez, CPPB, FCCM**
Telephone: 305-460-5121 / Facsimile: 305-460-5116
contracts@coralgables.com

**ATTACHMENT “B”
PROFESSIONAL SERVICE AGREEMENT**

Professional Services Agreement shall be submitted signed, preferably in blue ink, one (1) original.
III Compensation, Section 3.1 “Basic Compensation” shall be left blank to be completed at the negotiations stage.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, is made as of this ____ day of _____, 20____, between the City of Coral Gables (hereinafter called the "CITY"), and _____ (hereinafter called the "PROFESSIONAL").

Deleted: _____

RECITALS

WHEREAS, the CITY wishes to retain _____; and

WHEREAS, the CITY having investigated the qualifications of the PROFESSIONAL to perform the services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the PROFESSIONAL having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the CITY in support of those expressed desires; and

WHEREAS, the PROFESSIONAL agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

WHEREAS, the City Commission has approved the selection of the PROFESSIONAL to perform such services, and the PROFESSIONAL agrees to accept this Agreement upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the CITY agrees to retain the PROFESSIONAL for a three (3) year period. However, this period may be extended at the sole discretion of the CITY for two (2) additional two (2) year periods. The PROFESSIONAL agrees to perform all _____ services in connection with the services described herein.

I. GENERAL PROVISIONS

1.1 **Engagement.** The CITY agrees to engage the PROFESSIONAL for a period specified in paragraph 1.2, and the PROFESSIONAL agrees to accept such engagement and to perform such services for the CITY upon the terms, and subject to the conditions forth herein.

1.2 **Agreement Period.** The terms of the Agreement (the "Professional Period") shall commence within thirty (30) days of the award of the bid titled (_____), on the ____ day of _____, 20____, and shall continue thereafter for a period of ____ (____) years or until terminated by the CITY upon 30 days written notice to the PROFESSIONAL, in accordance with the notice requirements contained in Section XII.

1.3 **Priority of Interpretation.** This document without exhibits is referred to as the "Base Agreement". In the event of any conflict of inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Master Agreement, and then to the exhibits according to the following priority:

- a) CITY Resolution and applicable Code provisions;
- b) CITY Request for Proposal (Exhibit "A");
- c) PROFESSIONAL'S Response to Request for Proposal (Exhibit "C");
- d) Scope of Service (Exhibit "B");
- e) Insurance Certificates, and related documents;
- f) PROFESSIONAL'S Exceptions to Terms and Conditions.

1.4 **Background Investigation.** The PROFESSIONAL agrees that all employees including the PROFESSIONAL may be subject to an annual background investigation.

1.5 **Polygraph Examination.** The PROFESSIONAL agrees to submit to polygraph examinations at the request of the Director or designee.

1.6 **Medical, Drug Screening and Check-ups.** All PROFESSIONALS, contractors, their employees, agents and subcontractors must satisfactorily complete the CITY'S pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the CITY'S Drug Free Work Place Policy at PROFESSIONAL'S expense. The CITY may require that the PROFESSIONAL, contractor and/or their employees, agents and subcontractors performing services for the CITY submit to yearly medical examinations at PROFESSIONAL'S expense. The PROFESSIONAL, contractor and/or their employees, agents and subcontractors agree to submit to unannounced drug testing at the request of the Director or designee.

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1.7 **Driver's License.** At CITY'S option, the contractor (PROFESSIONAL) must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or subcontractor and be willing and able to operate any required vehicles as authorized by the CITY. Evidence of compliance with the Defensive Driving Course must be submitted to the CITY prior to operating a CITY vehicle or any vehicle where patrons or their children are passengers. Individuals must be approved by the Risk Management Division of the CITY prior to the operation of a CITY owned vehicle and/or privately owned vehicles while conducting CITY business. The CITY reserves the right to request the employee/agent's driving record from the State of Florida, at PROFESSIONAL'S (contractor's) expense.

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1.8 **Confidential Information.** The PROFESSIONAL agrees that any information received by the PROFESSIONAL for the CITY and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations.

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1.9 **Most Favored Public Entity.** PROFESSIONAL represents that the prices charged to CITY in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If PROFESSIONAL'S prices decline, or should PROFESSIONAL, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the CITY.

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II. PROFESSIONAL SERVICES

2.1 **Basic Services.** During the Professional Period, the PROFESSIONAL will serve as a PROFESSIONAL to the CITY and shall assist the CITY as the Broker/Agent of Record, and shall perform and oversee those tasks outlined, including, but not limited to:

- a) Scope of Services (Exhibit "B");

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b) PROFESSIONAL'S Response to Request for Proposal (Exhibit "C")

The PROFESSIONAL shall perform the services as specifically stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the CITY.

2.2 **Authorizations.** Authorizations will be in the form of a Work Authorization. Each Work Authorization will set forth a specific Scope of Services, amount of compensation, a completion date, and shall be approved by the Human Resources Director.

2.3 **Reporting.** The PROFESSIONAL shall provide the necessary reporting requirements as outlined by the Director or designee for review. In addition, the PROFESSIONAL shall submit a monthly report to the Director or designee, which shall include detailed information regarding the activities of the PROFESSIONAL during the previous month.

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2.4 **Availability of Professional.** The PROFESSIONAL shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the CITY'S emergency demands for continued, non-interrupted service.

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III. COMPENSATION

3.1 **Basic Compensation.** In full consideration of the services of the PROFESSIONAL hereunder, the PROFESSIONAL shall be paid at an estimated rate of \$_____ annually, to be paid in \$_____ monthly increments. The CITY reserves the right to contract with the PROFESSIONAL for additional services. Any increase in the agreed upon amount shall be approved by the Director or designee, and shall be in accordance with applicable CITY and State regulations.

3.2 **Expenses.** As part of, and in addition to the basic compensation described in this Agreement, the CITY shall provide the PROFESSIONAL with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Director or designee.

IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS

4.1 **Independent Contractor and Professional.** The PROFESSIONAL acknowledges entering into this Agreement as an independent Contractor and Professional, and that the PROFESSIONAL shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to PROFESSIONAL'S services, or those of employees of the PROFESSIONAL. The CITY shall not withhold from sums payable to the Professional, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The PROFESSIONAL, their employees or agents, will not be considered an employee of the CITY or entitled to participate in plans, distributions, arrangements or other benefits extended to the CITY employees.

4.2 **Agency/Third Party Beneficiary.** The PROFESSIONAL is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. Nothing herein shall imply or shall be deemed to imply an agency relationship between the CITY and PROFESSIONAL. The PROFESSIONAL has no authority to bind the CITY to any promise, debt, default, or undertaking of the PROFESSIONAL.

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The PROFESSIONAL and the CITY agree that it is not intended that any provision of the Agreement establish a third party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

4.3 **Indemnification and Hold Harmless.** To the fullest extent permitted by Laws and Regulations, the PROFESSIONAL shall indemnify and hold harmless the CITY and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and chares of attorneys and other professionals and court and arbitration 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 and (b) is caused in whole or in part by any willful, negligent, reckless or intentional act or omission of PROFESSIONAL, any sub-consultant, or 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.

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4.3.1 For any and all claims against the CITY or any of its consultants, agents, or employees by any employee of PROFESSIONAL, and sub-consultant, 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 PROFESSIONAL or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

4.3.2 The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event PROFESSIONAL will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, PROFESSIONAL will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from PROFESSIONAL or any other party, PROFESSIONAL will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, PROFESSIONAL will reimburse CITY on a per hour basis as follows:
 - For the Mayor or City Commissioner: \$300.00 per hour
 - For the City Manager: \$250.00 per hour

- For an Assistant City Manager or Department Director:
 - \$250.00 per hour
 - For an Assistant Department Director:
 - \$100.00 per hour
 - For City Attorney:
 - Prevailing market rates
 - For other employees:
 - \$ 50.00 per hour
- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

4.3.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

V. INSURANCE

5.1 Without limiting PROFESSIONAL'S indemnification of the CITY, and during the term of this Agreement, PROFESSIONAL shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the CITY and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the CITY. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables
 Risk Management Division
 2801 Salzedo Street, 2nd Floor
 Coral Gables, Florida 33134

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the CITY is to be given written notice, by receipted deliver, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.

5.2 The PROFESSIONAL shall maintain during the terms of this Agreement, except as noted herein, the Insurance required under the Request for Proposal or as follows:

a. **Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement (as applicable). This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

b. **Comprehensive General Liability Insurance** with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name the CITY as an

additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. **Worker's Compensation Insurance** covering ALL employees of PROFESSIONAL, in compliance with the requirements of Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000.

d. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. **Other (or increased amounts of) Insurance** which CITY shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

f. All policies shall contain waiver of subrogation against CITY where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the CITY may have.

g. All of the above insurance is to be placed with insurance companies with an A.M. Best Key Rating Guide, latest edition, or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida. The PROFESSIONAL shall maintain coverage with equal or better rating as identified herein for the term of the contract.

h. The CITY shall be named as an additional insured on a primary and non-contributory basis under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the CITY. The CITY reserves the right to request a copy of required policies for review.

i. All insurance policies shall provide for thirty (30) days ~~ten (10) days for non-~~ payment of premium] advance written notice to CITY prior to cancellation, non-renewal or material change.

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j. The PROFESSIONAL shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department, for review and approval, prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the CITY is named as an additional insured on a primary and non-contributory basis and that the PROFESSIONAL has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days [ten (10) days for non-payment of premium] advance written notice to the CITY.

k. The PROFESSIONAL shall furnish copies of insurance policies pertaining to this Agreement to the Risk Management Division of the Human Resources Department within ten (10) days of written request.

5.3 **Breach.** Failure on the part of the PROFESSIONAL to obtain and maintain all required insurance coverage is a material breach upon which the CITY may, in its sole discretion, immediately suspend PROFESSIONAL'S performance or terminate this Agreement (Termination for Default 13.1).

VI. STANDARD OF CARE

6.1 **Degree of Care.** The PROFESSIONAL shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances, and the PROFESSIONAL shall, at no additional cost to the CITY, re-perform services which fail to satisfy the foregoing standard of care.

6.2 **Warranty.** The PROFESSIONAL warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

6.3 **Key Staff.** The parties acknowledge that PROFESSIONAL was selected by the City, in part, on the basis of the qualifications of particular staff identified in the PROFESSIONAL's response to the City's solicitation. The PROFESSIONAL shall ensure that this staff is available for work hereunder as long as the staff is in the PROFESSIONAL's employ.

6.4 **Suspension Procedures.** PROFESSIONAL may be suspended for any violation of the provisions of this Agreement, which in the sole discretion of the CITY may be cause for such suspension as follows:

- (a) 1st violation – up to 7 days
- (b) 2nd violation – up to 14 days
- (c) 3rd violation – City Manager may terminate this agreement.

VII. FEDERAL/STATE/LOCAL LAWS

7.1 **EEO and ADA.** The contractor (PROFESSIONAL) must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

7.2 **Discrimination.** It is understood that the PROFESSIONAL shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

7.3 **CITY Policy Regarding Conduct.** All contractors (PROFESSIONAL) their employees, agents and subcontractors must abide by the CITY'S policies regarding conduct. Discrimination, harassment, and/or violations of CITY policies will not be tolerated and are grounds for termination of the contract without harm to the CITY or its employees.

7.4 **Aliens.** PROFESSIONAL warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. PROFESSIONAL shall indemnify, defend, and hold harmless CITY, its officers and employees from and against any sanctions and any other liability which may be assessed against PROFESSIONAL or CITY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

7.5 **Premises.** The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

VIII. CONFLICT OF INTEREST

8.1 The PROFESSIONAL represents that it has provided a list of all current clients subject to the jurisdiction of the CITY. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. The PROFESSIONAL agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the CITY. Upon request of the PROFESSIONAL, and full disclosure of the nature and extent of the proposed representation, the City Manager shall have the authority to authorize such representation during the term of this Agreement.

IX. CONFIDENTIALITY

9.1 No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the PROFESSIONAL under this Agreement shall be made available to any individual or organization by the PROFESSIONAL without prior written approval of the CITY.

X. OWNERSHIP OF DOCUMENTS

10.1 All right, title, and interest in and to all work performed under this Agreement, including without limitations all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by the PROFESSIONAL or sub-consultants, shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY; provided that any materials used by the PROFESSIONAL and any sub-consultants for which a patent or copyright protection has previously been secured by them shall remain the property of the PROFESSIONAL or sub-consultants.

10.2 The CITY shall have the right to visit the site for inspection of the work and the products the PROFESSIONAL at any time. The PROFESSIONAL shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the CITY's use.

10.3 To the extent allowed by law, the PROFESSIONAL shall not divulge, furnish or make available to any third person, firm or organization, without the CITY's prior written consent, or unless incident to the proper performance of the PROFESSIONAL's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public concerning the services to be rendered by the PROFESSIONAL hereunder, and PROFESSIONAL shall require all of its employees, agents, subconsultants, and subcontractors to comply with the provisions of this paragraph.

XI. TRUTH-IN-NEGOTIATION CERTIFICATE

11.1 Execution of this Agreement by the PROFESSIONAL shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

11.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

XII. NOTICE

12.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) calendar days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as the City of Coral Gables shall be to:

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

cc: City Attorney

Notice as to Professional shall be to:

XIII. TERMINATION

13.1 Termination by City for default. CITY may, by written notice to PROFESSIONAL, terminate the whole or any part of this Agreement if, in the judgment of the City Manager:

- a) PROFESSIONAL has materially breached any portion of this Agreement;
- b) PROFESSIONAL fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement;
- c) PROFESSIONAL has assigned or delegated its duties or subcontracted any performance of this Agreement without prior written consent by the CITY;
- d) Insolvency of PROFESSIONAL. PROFESSIONAL shall be deemed insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not PROFESSIONAL is insolvent within the meaning of such laws;
- e) There has been a filing of a voluntary or involuntary petition regarding PROFESSIONAL under the Federal Bankruptcy Code;
- f) There has been the appointment of a Receiver or Trustee for PROFESSIONAL;

- g) There has been an execution by PROFESSIONAL of a general assignment for the benefit of creditors;
- h) PROFESSIONAL fails to obtain or maintain insurance or bonding herein required.

13.1.1 **Return of Payments.** Upon the occurrence of a default hereunder, all payments, advances, or other compensation paid by the CITY to the PROFESSIONAL while the PROFESSIONAL was in default shall be immediately returned to the CITY.

13.1.2 **Expenses.** The PROFESSIONAL shall be liable to the CITY for all expenses incurred by the CITY in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the CITY in the re-procurement of the services, including consequential and incidental damages.

13.1.3 **Obligations to City.** The PROFESSIONAL agrees that termination of this Agreement under this section shall not release the PROFESSIONAL from any obligation accruing prior to the effective date of termination.

13.1.4 **No default.** If, after CITY has given notice of termination under the provisions hereunder, it is determined by CITY that PROFESSIONAL was not in default under these provisions, or that the default was excusable under these provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 13.2 (Termination for Convenience).

13.1.5 **Non-exclusive.** The rights and remedies of CITY provided in this Paragraph 13.1 are non-exclusive and cumulative.

13.2 **Termination for Convenience.** This Agreement may be terminated when such action is deemed by CITY to be in its best interest. Termination shall be effected by delivery to PROFESSIONAL of a notice of termination specifying the extent to which performance of Agreement is terminated and the date upon which such termination becomes effective, which shall be no less than ten (10) days after the notice is sent.

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13.3 **Termination with or without cause.** This Agreement may be terminated by the CITY, with or without cause. Termination shall be effected by delivery to PROFESSIONAL of a thirty (30) day written notice of termination specifying the extent to which performance of the Agreement is terminated and the date upon which such termination becomes effective.

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13.4 **Professional's responsibilities.** After receipt of a Termination Notice, and except as otherwise directed by the CITY, the PROFESSIONAL shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue to complete all parts of the work that have not been terminated.

13.5 **Payments for work performed.** After receipt of a notice of termination, PROFESSIONAL shall submit its termination claim and invoice to CITY, in the form and with any certifications as may be prescribed by CITY. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure by PROFESSIONAL to submit its termination claim and invoice within the time allowed, CITY

may determine on the basis of the information available to the CITY, the amount, if any, due to PROFESSIONAL in respect to the termination, and such determination shall be final. When such determination is made, CITY shall pay PROFESSIONAL the amount so determined. The PROFESSIONAL shall have no recourse or remedy from a termination made by the CITY except to retain the fees earned for the services that were performed in complete compliance with this Agreement as full and final settlement of any claim, action, demand, cost, or charge.

13.6 **Termination by Professional.** This Agreement may be terminated by the PROFESSIONAL upon sixty (60) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the PROFESSIONAL.

13.7 **Professional's warranty.** The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bone fide employee working solely for the PROFESSIONAL to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bone fide employee working solely for the PROFESSIONAL, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this Agreement.

13.8 **Documents.** Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by the PROFESSIONAL or sub-consultants, whether finished or not, shall become CITY property. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by the PROFESSIONAL until all documentation is delivered to the CITY.

XIV. UNCONTROLLABLE FORCES

14.1 Neither the CITY nor PROFESSIONAL shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

XV. AUDITS

15.1 **Financial records.** The PROFESSIONAL shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. PROFESSIONAL shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. PROFESSIONAL shall also maintain accurate and complete employment and other records relating to its performance of this

Agreement. PROFESSIONAL agrees that CITY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by PROFESSIONAL and made available to the CITY during the terms of this Agreement and for a period of three (3) years thereafter unless CITY'S written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by PROFESSIONAL at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at CITY'S option PROFESSIONAL shall pay CITY for travel, per diem, and other costs incurred by CITY to examine, audit, excerpt, copy or transcribe such material at such other location. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the PROFESSIONAL'S place of business.

15.2 **Copies of audits.** In the event that an audit is conducted by PROFESSIONAL specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by PROFESSIONAL, then PROFESSIONAL shall file a copy of the audit report with the CITY'S Auditor within thirty (30) days of PROFESSIONAL'S receipt thereof, unless otherwise provided by applicable Federal or State law. CITY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

15.3 **Breach.** Failure on the part of PROFESSIONAL to comply with the provisions of this Paragraph 15.1 shall constitute a material breach upon which the CITY may terminate or suspend this Agreement.

15.4 **City Audit Settlements.** If, at any time during or after the term of this Agreement, representatives of the CITY conduct an audit of PROFESSIONAL regarding the work performed under this Agreement, and if such audit finds that CITY'S dollar liability for any such work is less than payments made by CITY to PROFESSIONAL, then the difference shall be either repaid by PROFESSIONAL to CITY by cash payment upon demand or, at the sole option of CITY, deducted from any amounts due to PROFESSIONAL from CITY. If such audit finds that CITY'S dollar liability for such work is more than the payments made by CITY to PROFESSIONAL, then the difference shall be paid to PROFESSIONAL by cash payment.

XVI. MISCELLANEOUS

16.1 **Modification.** This agreement may not be amended or modified unless in writing and signed by both parties. Formatted: Bullets and Numbering

16.2 **Assignment and subcontracting.** This Agreement and the rights of the PROFESSIONAL and obligations hereunder may not be transferred, pledged, sold, assigned, or delegated by the PROFESSIONAL without the express prior written consent of the CITY via executed amendment. It is understood that a sale of the majority of the stock or partnership shares of the PROFESSIONAL, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior to CITY approval. Formatted: Bullets and Numbering

16.2.1 Any transfer, pledge, sale, assignment, or delegation without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The CITY may assign its rights, together with its obligations hereunder.

16.3 **Availability of funds.** The obligations of the CITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

16.4 **Compliance with laws.** In performance of the services, the PROFESSIONAL will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the PROFESSIONAL to obtain and maintain, at no cost to the CITY, any and all license and permits required to complete the services provided pursuant to this Agreement.

16.5 **Conflict of Interest.** PROFESSIONAL covenants that no person employed by the PROFESSIONAL which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the CITY. PROFESSIONAL further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of PROFESSIONAL or its employees must be disclosed in writing to CITY.

16.5.1 PROFESSIONAL is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

16.6 **Federal and State taxes.** The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the PROFESSIONAL. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the CITY, nor shall the PROFESSIONAL be authorized to use the CITY'S Tax Exemption Number in securing such materials.

16.7 **Entirety of agreement.** The CITY and the PROFESSIONAL agree that this Agreement, as amended from time to time, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications, written or oral, between the CITY and the PROFESSIONAL pertaining to the services. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

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16.7.1 The following documents are made an integral part of this Agreement:

- A. Request for Proposal;
- B. Performance and Payment Bonds;
- C. Insurance Certificates and related documents;
- D. Response to Request for Proposal of PROFESSIONAL.

16.8 **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

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16.9 **Waiver.** A waiver by either the CITY or the PROFESSIONAL of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party

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with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

16.10 **Severability, survival.** If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

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16.11 **Governing law and venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

16.12 **Priority of provisions.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

16.12.1 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

16.13 **Time is of the Essence.** The PROFESSIONAL agrees to start all work and to complete each assignment, task, or phase within the time stipulated in this Agreement (including all attachments). If any anticipated or actual delays arise, PROFESSIONAL shall immediately so notify the CITY. Regardless of notice if services or deliveries are not made at the time agreed upon, the CITY may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 13.1 (Termination by Default).

16.14 **Joint preparation.** Preparation of this Agreement has been a joint effort of the CITY and the PROFESSIONAL and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

16.15 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:

AS TO CITY:

Print Name: _____
Risk Management Division

Maria Alberro-Jimenez
Interim City Manager

Approved by
Department Director or head of
Negotiations team as to
the negotiated business terms

ATTEST:

Print Name: _____
Department: _____

Walter J. Foeman
City Clerk

APPROVED AS TO FORM:

Approved as to compliance with
the Procurement Code

Elizabeth M. Hernandez
City Attorney

Print Name: _____
Procurement Supervisor

ATTEST:

AS TO PROFESSIONAL

Corporate Secretary
Print Name: _____
(SEAL)

President
Print Name: BENNY BEATZ

(OR)
WITNESSES (2):

Patricia Caldwell
Print Name: Patricia Caldwell

Don Caldwell
Print Name: Don Caldwell

PREPARED BY:
ELIZABETH M. HERNANDEZ
CITY ATTORNEY
405 BILTMORE WAY
CORAL GABLES, FL 33134

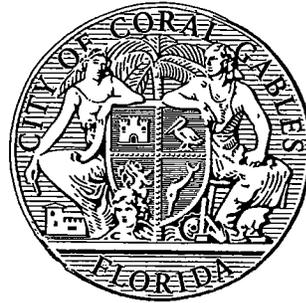
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Patrick G. Salerno, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



IFB No. 2009.06.20

**COCOPLUM ENTRY
GUARDHOUSE
RENOVATIONS**

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155
Danilo “Danny” Benedit, Procurement Supervisor
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

RFP Prepared by: **Joe V. Rodriguez, CPPB, FCCM**
Telephone: 305-460-5121 / Facsimile: 305-460-5116
contracts@coralgables.com

ATTACHMENT “C” BOND FORMS

Bidder shall prepare and submit these forms as part of its response, preferably signed in blue ink, one (1) original.

BID BOND

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS.
CITY OF CORAL GABLES }

KNOWN ALL MEN BY THESE PRESENTS, That we as Principal, and _____, as Surety, are held and firmly bonded unto the City of Coral Gables as Owner in the penal sum of Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to the City of Coral Gables the accompanying Bid, signed _____, and dated _____, 20____, for

BID NAME AND NUMBER HERE

in accordance with the Plans and Specifications therefore, the call for Bids or Proposals, and the Instructions to Bidders, all of which are made a part hereof by reference as if fully set forth herein.

NOW, THEREFORE,

- (a) If the Principal shall not withdraw said bid within thirty (30) days after date of opening of the same, and shall within ten (10) days after written notice being given by the City Manager or his designee, of the award of the contract, enter into a written contract with the City, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract,
- (b) in the event of the withdrawal of said bid or proposal within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid or proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

BID BOND

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, A.D., 20 _____, 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 (2) Witnesses Required.
If Corporation, Secretary Only
will attest and affix seal).

(1) _____

(2) _____

WITNESS:

(1) _____

(2) _____

PRINCIPAL

Name of Firm

Signature of Authorized Officer (SEAL)

Title

Business Address

City, State

SURETY:

Corporate Surety

Attorney-In-Fact (SEAL)

Business Address

City, State

Name of Local Agency

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND
(SURETY)

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS
CITY OF CORAL GABLES }

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal, and

_____ a corporation organized under the Laws of the State of _____ with its home office in the City of _____ as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligor), are held and firmly bound unto the City of Coral Gables, a municipal corporation of Florida, acting by and through the CORAL GABLES CITY COMMISSION, and their successors, in office, hereinafter called the Obligee, in the sum of \$ _____ lawful money of the United States of America, for the payment whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Obligee are entering into a written contract, hereinafter called the Contract for

_____ as evidenced by Contract Plans and Specifications made a part thereof and entered into between the Principal and the Obligee on the * _____ day of _____, 20_____, a copy of which Contract may be attached and is hereby referred to and made a part thereof.

- To be dated by the City of Coral Gables, Obligated.

NOW THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Obligated for all loss that the Obligated may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

Contractor's Performance and Payment Bond (Surety)

1. Said Principal (Contractor) shall well and truly perform, carry out, and abide by all the terms, conditions and provisions of said contract and building complete the structures therein specified in accordance with the terms thereof, and the Obligor herein shall and does hereby agree to indemnify the Obligee and hold it harmless or, from and against any and all liability, loss, cost, damage or expense thereof by reason of any negligence, default, and/or misconduct on the part of the said Contractor and _____ agents, servants, and/or employees, in, about, or on account of the construction of said Contract by the said Contractor, and shall repay to and reimburse to the Obligee promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligee on account of the failure and/or refusal of said Contractor to carry out, do, perform, and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying the Principal, labor, materials, and supplies used directly or indirectly by the Principal or any subcontractor(s) of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this Bond has been executed as disclosed by the test of this Bond, and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural or artificial, supplying labor, materials, or supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this Bond as if he or they were the Obligee(s) herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. Each and every suit brought against the Obligor upon this Bond in which the plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF the said Principal and said Surety hereto have caused these presents to be executed this _____ day of _____, 20_____.

APPROVED AS TO FORM:

City Attorney

Contractor's Performance and Payment Bond (Surety)

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Signature of Individual) (SEAL)

(Witness)

(Printed Name of Individual)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm)

(Witness)

(Signature of Individual)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Name of Firm) A Partnership

BY _____
Partner

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

Correct Name of Corporation

Contractor's Performance and Payment Bond (Surety)

By _____

President
(Corporate Seal)

(Name of Surety)

(Address of Surety)

By _____

NOTE: If both Principal and Surety are Corporations, the respective corporate seals should be affixed and attached.

Contractor's Performance and Payment Bond (Surety)

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature thereto 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.

(Corporate Seal)

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS
CITY OF CORAL GABLES }

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

to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the _____ and that he has been authorized by _____ to execute the foregoing Bond on behalf of the Contractor named therein in favor of the City of Coral Gables, a municipal Corporation of Florida.

Subscribed and sworn to before me this _____ day of _____, A.D., 20_____.

Notary Public State of Florida at Large

My Commission Expires _____

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND
(CASH)

KNOW ALL MEN BY THESE PRESENTS THAT _____

hereinafter, called the contractor, is held and firmly bound unto CITY OF CORAL GABLES, a municipal corporation of Florida, hereinafter called the City, in the penal sum of \$ _____ which sum is deposited by the contractor in cash with the Finance Director of the City, for (1) the faithful performance of a certain written agreement dated , 20____, given by the contractor to the City, for the construction of _____

copy of which agreement is attached and by this reference made a part hereof, and (2) to pay promptly all persons supplying the contractor labor, material and supplies used directly or indirectly by the contractor or subcontractors, in the prosecution of the work provided for in said agreement.

NOW, THEREFORE, the conditions of the obligation are such that if the contractor shall comply in all respects with the terms and conditions of said agreement within the times therein specified, and shall pay promptly all persons as herein above stipulated, this obligation shall be void and the sum deposited shall be returned without interest to the contractor by the Finance Director; otherwise this obligation shall remain in full force, and the contractor, its heirs, executors, administrators, successors and assigns do hereby irrevocably authorize the Finance Director, without prior notice or demand to:

1. Transfer a sum equal to any amounts stipulated as liquidated damages for delay from the said deposit to the general fund of the City;
2. Pursuant to public advertisement and receipt and acceptance of bids, cause to be completed or reconstructed all or any part of the said construction or improvement, in case the Contractor should fail or refuse so to do in accordance with terms of said agreement and to pay for such construction or reconstruction from the said deposit;

Pay from said deposit, all just claims for labor and material incurred by the Contractor or any subcontractor for labor, materials or supplies used in the prosecution of the work provided for in said Contract, and any judgments together with interest, costs and attorneys' fees entered under the provisions of Section 255.05 F.S., and

Contractor's Performance and Payment Bond (Cash)

4. Pay from said deposit to the general fund of the City any and all other costs to the City, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential which the City may sustain on account of the failure of the Contractor to carry out and execute all the provisions of said agreement.

The penal sum herein above stipulated and deposited is not a limitation upon the liability of the Contractor to the City. In the event the City prosecutes to judgment against the Contractor any action brought against it by the Contractor, the Contractor agrees to pay to City the reasonable value of legal services there rendered by counsel for the City.

IN WITNESS WHEREOF the Contractor has executed under seal and delivered to City these presents this _____ day of _____ 20_____.

Approved as to form:

City Attorney

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Signature of Individual) **(SEAL)**

(Witness)

(Printed Name of Individual)

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm)

(Witness)

(Signature of Individual)

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Name of Firm) A Partnership

BY _____
Partner

WHEN THE CONTRACTOR IS A CORPORATION:

ATTEST:

Correct Name of Corporation

(Secretary)

BY _____

President
(Corporate Seal)

Contractor's Performance and Payment Bond (Cash)

CORPORATE CERTIFICATE

I, _____

certify that I am the _____ Secretary _____ of the corporation
named in the within bond; that

who signed the said bond on behalf of the contractor, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by its governing body.

President
(Corporate Seal)

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of.....and/100 Dollars (\$.....) paid by the..... receipt of which is hereby acknowledged, hereby releases and quit claims to the saidits successors and assigns, andthe Owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as

.....on account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for.

This release covers a progress payment for labor, services, equipment, or material furnished to.....through.....

IN WITNESS WHEREOF, I have hereunto set my hand seal this.....day of,20.....

WITNESSES:(SEAL)

..... By..... Corporate Officer

Name:

Title:

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }SS
CITY OF CORAL GABLES }

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

.....
Corporate Officer

Sworn to and subscribed before me thisday of, 20.....

My Commission Expires:

.....
Notary Public State of Florida at Large

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of.....and/100 Dollars (\$.....) paid by the..... receipt of which is hereby acknowledged, hereby releases and quit claims to the saidits successors and assigns, andthe Owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as on account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for.

IN WITNESS WHEREOF, I have hereunto set my hand seal this.....day of20.....

WITNESSES:(SEAL)

By..... Corporate Officer

Name:

Title:.....

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }SS
CITY OF CORAL GABLES }

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

.....
Corporate Officer

Sworn to and subscribed before me thisday of20.....

My Commission Expires:

.....
Notary Public State of Florida at Large

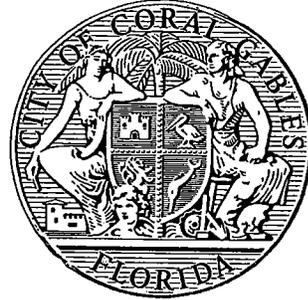
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Patrick G. Salerno, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



IFB No. 2009.06.20

**COCOPLUM ENTRY
GUARDHOUSE
RENOVATIONS**

PROCUREMENT/CONTRACT TEAM
2800 SW 72nd Avenue – Miami, FL 33155

Michael P. Pounds, ICMA CM, Chief Procurement Officer
Danilo “Danny” Benedit, Procurement Supervisor
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

RFP Prepared by: **Joe V. Rodriguez, CPPB, FCCM**
Telephone: 305-460-5121 / Facsimile: 305-460-5116
contracts@coralgables.com

ATTACHMENT “C” DRAWINGS

Guard House for the Cocoplum Entrance

Cocoplum Road and Cartagena Circle
Coral Gables, FLORIDA.



PREPARED BY:

RAMON PACHECO & ASSOCIATES, INC.
ARCHITECT

RAMON PACHECO AIA
4936 SW 21ST AVENUE SUITE #01
MIAMI, FLORIDA 33155
OFFICE: 305-666-2573
FAX: 305-666-3371
EMAIL: RAMONPACHECO@ARCHICOM
WEBSITE: WWW.PACHECOARCHICOM

DRAWING INDEX

ARCHITECTURAL	ELECTRICAL	PLUMBING
A-0 COVER PAGE & INDEX	E-1 NEW ELECTRICAL FLOOR PLAN	P-1 PLUMBING FLOOR PLAN, NOTES, DETAILS, AND SCHEDULES.
A-1 SITE PLAN, GENERAL NOTES AND LOCATION MAP	E-2 ELECTRICAL NOTES, LEGENDS, RISERS, AND PANELS.	
A-2 EXISTING AND NEW FLOOR PLANS NOTES, SCHEDULES, AND DETAILS		
A-3 ELEVATIONS & DECORATIVE DETAILS	MECHANICAL	LANDSCAPE
	M-1 MECHANICAL FLOOR PLAN, NOTES, DETAILS, AND SCHEDULES.	L-1 TREE DEMOLITION AND TRANSPLANT PLAN
STRUCTURAL		L-2 SITE PAVING PLAN AND DETAILS.
S-0 PARTIAL SITE PLAN, SECTIONS, AND DETAILS		L-3 PLANTING PLAN AND LIST
S-1 FRAMING PLAN, SECTIONS, DETAILS, & SCHEDULES		L-4 PLANTING DETAILS.
S-2 WIND LOADS		L-5 ENTRY FOUNTAIN PLAN AND SECTION.
S-3 ROOF PLAN & DETAILS		L-6 ENTRY FOUNTAIN SPECIFICATIONS
S-4 STRUCTURAL NOTES		L-7 LIGHTING PLAN AND PRODUCT SPECIFICATIONS.
		F-1 FOUNTAIN SPECIFICATIONS

CONSULTANTS:

STRUCTURAL

ROCHELL ENGINEERING, INC.

493 NW 21ST AVE
MIAMI, FL 33125
(305) 649-4043

DEE

ARPE ENGINEERING, INC.

6005 INTERNATIONAL PLAZA
2055
CORAL GABLES, FL 33154
(305) 444-5828

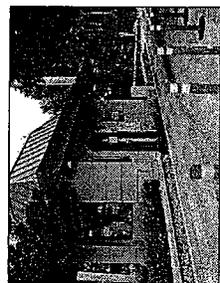
LANDSCAPE

GEOMANTIC DESIGNS, INC.

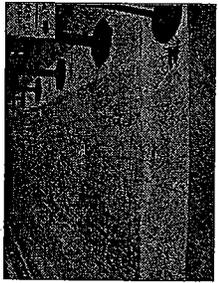
Robert Parley A.S.L.A.
6900 SW 8TH STREET
MIAMI, FL 33143
(305) 665-9606



EAST VIEW - LANDSCAPED MEDIAN



SOUTH VIEW GATE HOUSE / PLANTER



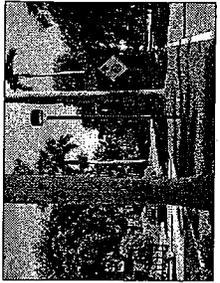
WEST VIEW MEDIAN



SOUTH VIEW - OVERALL AREA

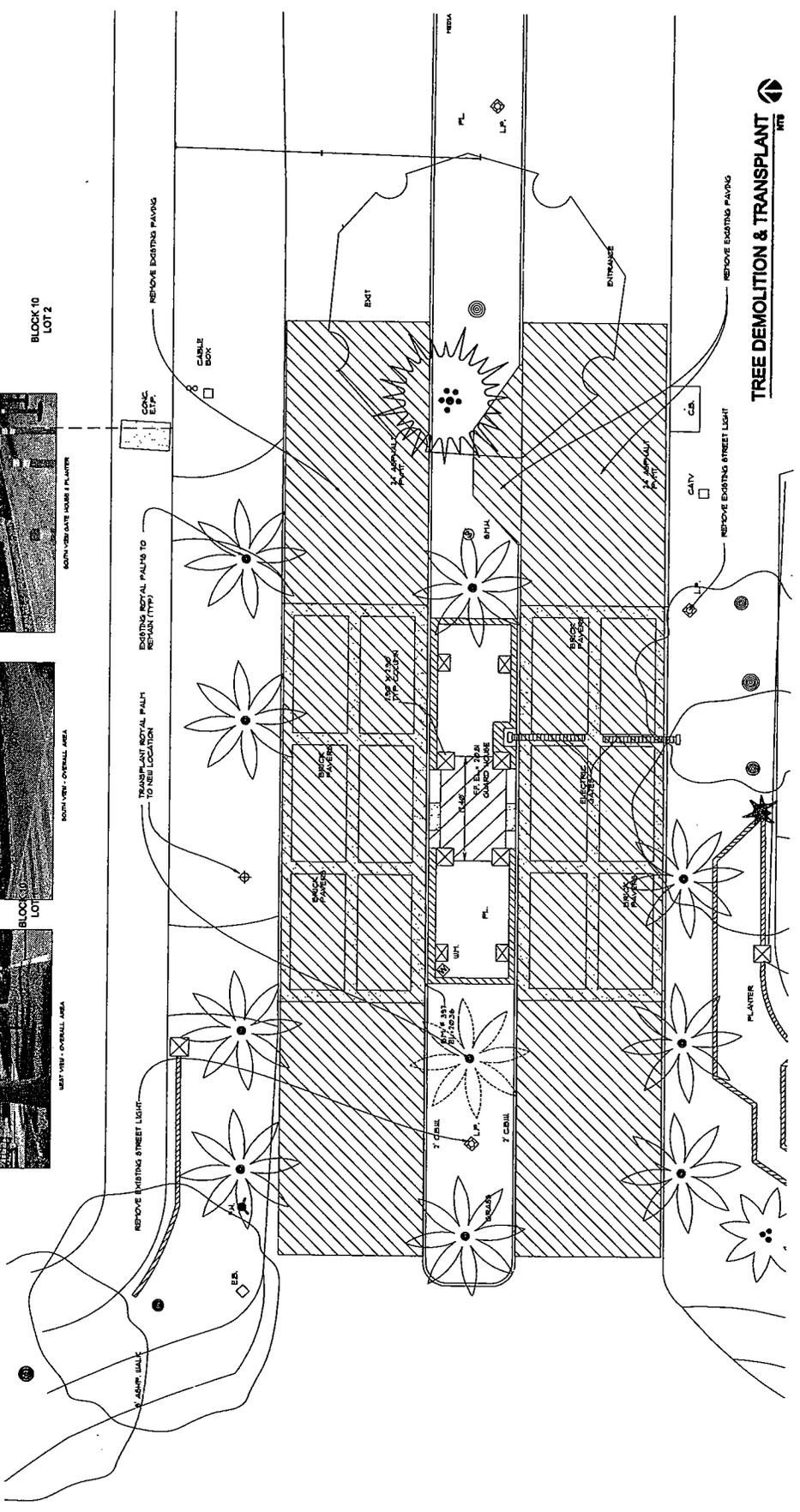


WEST VIEW / PERGOLA



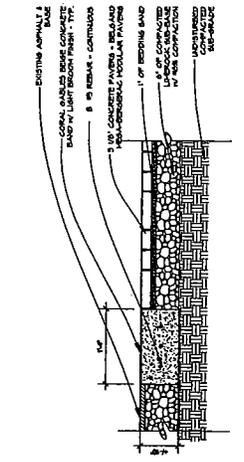
WEST VIEW - OVERALL AREA

BLOCK 10 LOT 2

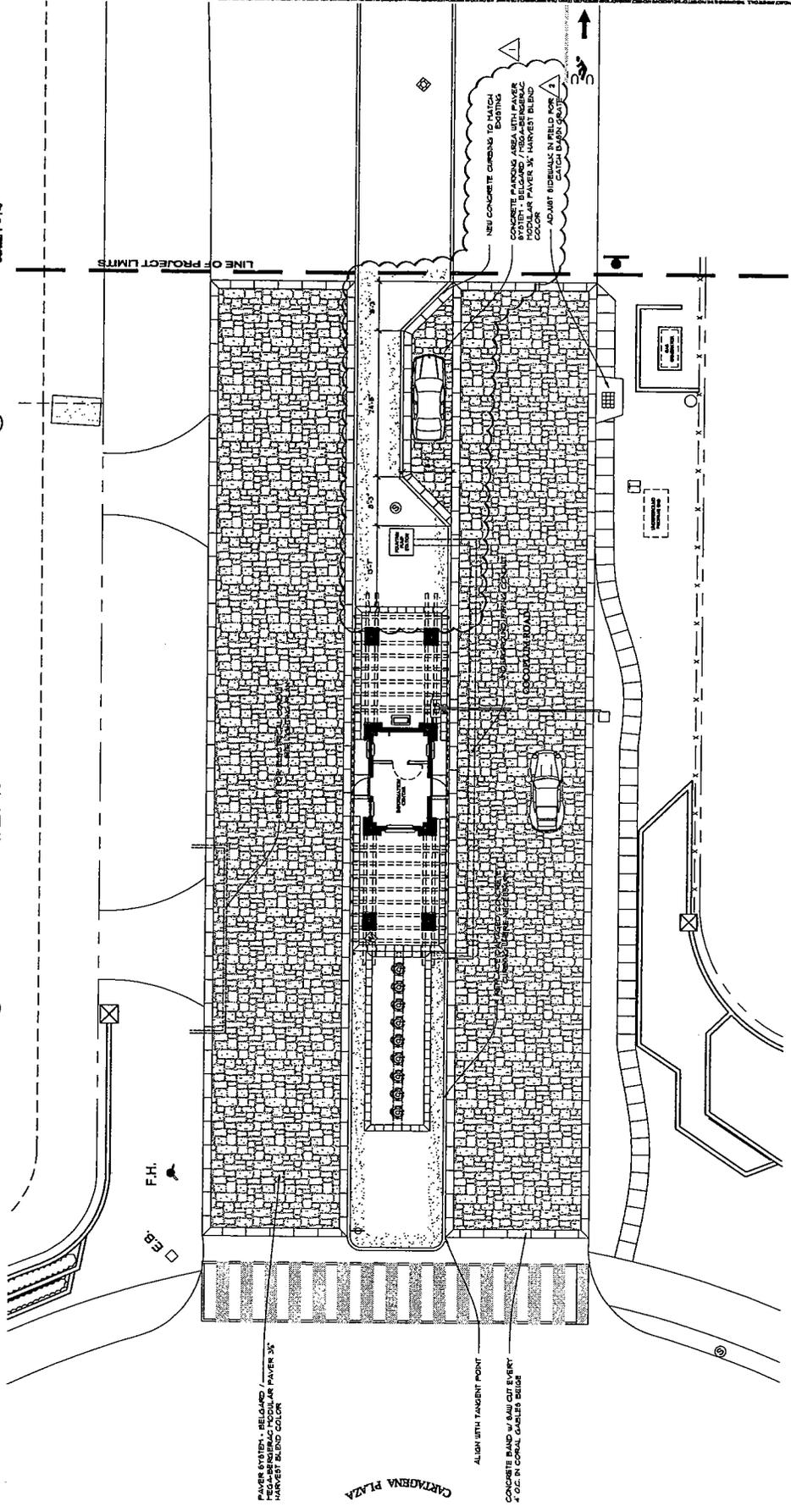




B CONCRETE SIDEWALK AND CURB
 SCALE 1" = 1'-0"



A CONCRETE BAND & PAVEMENT DETAIL
 SCALE 1" = 1'-0"



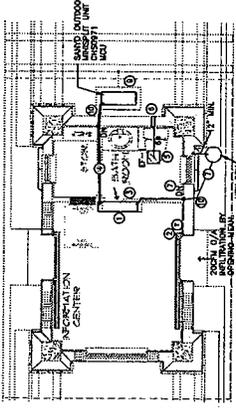


REVISIONS

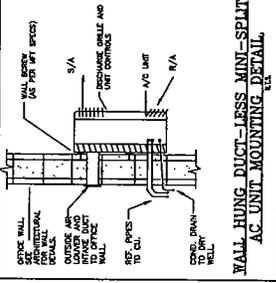
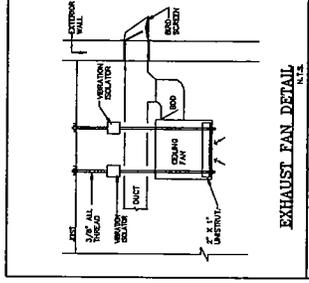
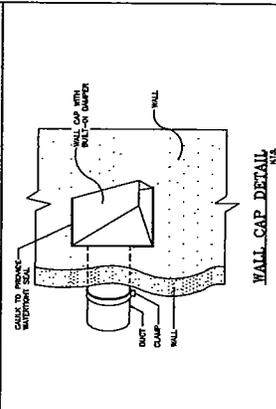
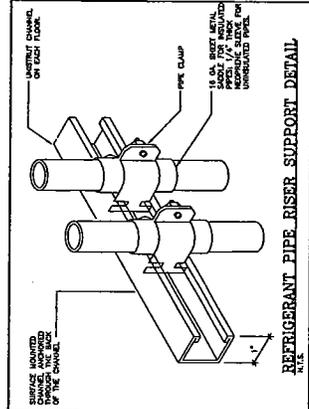
NO.	DATE	DESCRIPTION
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JOB # 02-013
Ramon Pacheco
Architect & Planner
1000 NW 10th St
Coral Gables, FL 33134
Tel: 305-444-8877
Fax: 305-444-8877

- REMARKS**
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA MECHANICAL CODE.
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NEW MECHANICAL FLOOR PLAN
SCALE 1/4" = 1'-0"



UNIT SPLIT A/C UNIT SCHEDULE

| UNIT SPLIT A/C UNIT SCHEDULE |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 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 | 46 | 47 | 48 |
| 49 | 50 | 51 | 52 | 53 | 54 |
| 55 | 56 | 57 | 58 | 59 | 60 |
| 61 | 62 | 63 | 64 | 65 | 66 |
| 67 | 68 | 69 | 70 | 71 | 72 |
| 73 | 74 | 75 | 76 | 77 | 78 |
| 79 | 80 | 81 | 82 | 83 | 84 |
| 85 | 86 | 87 | 88 | 89 | 90 |
| 91 | 92 | 93 | 94 | 95 | 96 |
| 97 | 98 | 99 | 100 | 101 | 102 |
| 103 | 104 | 105 | 106 | 107 | 108 |
| 109 | 110 | 111 | 112 | 113 | 114 |
| 115 | 116 | 117 | 118 | 119 | 120 |
| 121 | 122 | 123 | 124 | 125 | 126 |
| 127 | 128 | 129 | 130 | 131 | 132 |
| 133 | 134 | 135 | 136 | 137 | 138 |
| 139 | 140 | 141 | 142 | 143 | 144 |
| 145 | 146 | 147 | 148 | 149 | 150 |
| 151 | 152 | 153 | 154 | 155 | 156 |
| 157 | 158 | 159 | 160 | 161 | 162 |
| 163 | 164 | 165 | 166 | 167 | 168 |
| 169 | 170 | 171 | 172 | 173 | 174 |
| 175 | 176 | 177 | 178 | 179 | 180 |
| 181 | 182 | 183 | 184 | 185 | 186 |
| 187 | 188 | 189 | 190 | 191 | 192 |
| 193 | 194 | 195 | 196 | 197 | 198 |
| 199 | 200 | 201 | 202 | 203 | 204 |
| 205 | 206 | 207 | 208 | 209 | 210 |
| 211 | 212 | 213 | 214 | 215 | 216 |
| 217 | 218 | 219 | 220 | 221 | 222 |
| 223 | 224 | 225 | 226 | 227 | 228 |
| 229 | 230 | 231 | 232 | 233 | 234 |
| 235 | 236 | 237 | 238 | 239 | 240 |
| 241 | 242 | 243 | 244 | 245 | 246 |
| 247 | 248 | 249 | 250 | 251 | 252 |
| 253 | 254 | 255 | 256 | 257 | 258 |
| 259 | 260 | 261 | 262 | 263 | 264 |
| 265 | 266 | 267 | 268 | 269 | 270 |
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| 277 | 278 | 279 | 280 | 281 | 282 |
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| 295 | 296 | 297 | 298 | 299 | 300 |
| 301 | 302 | 303 | 304 | 305 | 306 |
| 307 | 308 | 309 | 310 | 311 | 312 |
| 313 | 314 | 315 | 316 | 317 | 318 |
| 319 | 320 | 321 | 322 | 323 | 324 |
| 325 | 326 | 327 | 328 | 329 | 330 |
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| 343 | 344 | 345 | 346 | 347 | 348 |
| 349 | 350 | 351 | 352 | 353 | 354 |
| 355 | 356 | 357 | 358 | 359 | 360 |
| 361 | 362 | 363 | 364 | 365 | 366 |
| 367 | 368 | 369 | 370 | 371 | 372 |
| 373 | 374 | 375 | 376 | 377 | 378 |
| 379 | 380 | 381 | 382 | 383 | 384 |
| 385 | 386 | 387 | 388 | 389 | 390 |
| 391 | 392 | 393 | 394 | 395 | 396 |
| 397 | 398 | 399 | 400 | 401 | 402 |
| 403 | 404 | 405 | 406 | 407 | 408 |
| 409 | 410 | 411 | 412 | 413 | 414 |
| 415 | 416 | 417 | 418 | 419 | 420 |
| 421 | 422 | 423 | 424 | 425 | 426 |
| 427 | 428 | 429 | 430 | 431 | 432 |
| 433 | 434 | 435 | 436 | 437 | 438 |
| 439 | 440 | 441 | 442 | 443 | 444 |
| 445 | 446 | 447 | 448 | 449 | 450 |
| 451 | 452 | 453 | 454 | 455 | 456 |
| 457 | 458 | 459 | 460 | 461 | 462 |
| 463 | 464 | 465 | 466 | 467 | 468 |
| 469 | 470 | 471 | 472 | 473 | 474 |
| 475 | 476 | 477 | 478 | 479 | 480 |
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| 487 | 488 | 489 | 490 | 491 | 492 |
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| 499 | 500 | 501 | 502 | 503 | 504 |
| 505 | 506 | 507 | 508 | 509 | 510 |
| 511 | 512 | 513 | 514 | 515 | 516 |
| 517 | 518 | 519 | 520 | 521 | 522 |
| 523 | 524 | 525 | 526 | 527 | 528 |
| 529 | 530 | 531 | 532 | 533 | 534 |
| 535 | 536 | 537 | 538 | 539 | 540 |
| 541 | 542 | 543 | 544 | 545 | 546 |
| 547 | 548 | 549 | 550 | 551 | 552 |
| 553 | 554 | 555 | 556 | 557 | 558 |
| 559 | 560 | 561 | 562 | 563 | 564 |
| 565 | 566 | 567 | 568 | 569 | 570 |
| 571 | 572 | 573 | 574 | 575 | 576 |
| 577 | 578 | 579 | 580 | 581 | 582 |
| 583 | 584 | 585 | 586 | 587 | 588 |
| 589 | 590 | 591 | 592 | 593 | 594 |
| 595 | 596 | 597 | 598 | 599 | 600 |
| 601 | 602 | 603 | 604 | 605 | 606 |
| 607 | 608 | 609 | 610 | 611 | 612 |
| 613 | 614 | 615 | 616 | 617 | 618 |
| 619 | 620 | 621 | 622 | 623 | 624 |
| 625 | 626 | 627 | 628 | 629 | 630 |
| 631 | 632 | 633 | 634 | 635 | 636 |
| 637 | 638 | 639 | 640 | 641 | 642 |
| 643 | 644 | 645 | 646 | 647 | 648 |
| 649 | 650 | 651 | 652 | 653 | 654 |
| 655 | 656 | 657 | 658 | 659 | 660 |
| 661 | 662 | 663 | 664 | 665 | 666 |
| 667 | 668 | 669 | 670 | 671 | 672 |
| 673 | 674 | 675 | 676 | 677 | 678 |
| 679 | 680 | 681 | 682 | 683 | 684 |
| 685 | 686 | 687 | 688 | 689 | 690 |
| 691 | 692 | 693 | 694 | 695 | 696 |
| 697 | 698 | 699 | 700 | 701 | 702 |
| 703 | 704 | 705 | 706 | 707 | 708 |
| 709 | 710 | 711 | 712 | 713 | 714 |
| 715 | 716 | 717 | 718 | 719 | 720 |
| 721 | 722 | 723 | 724 | 725 | 726 |
| 727 | 728 | 729 | 730 | 731 | 732 |
| 733 | 734 | 735 | 736 | 737 | 738 |
| 739 | 740 | 741 | 742 | 743 | 744 |
| 745 | 746 | 747 | 748 | 749 | 750 |
| 751 | 752 | 753 | 754 | 755 | 756 |
| 757 | 758 | 759 | 760 | 761 | 762 |
| 763 | 764 | 765 | 766 | 767 | 768 |
| 769 | 770 | 771 | 772 | 773 | 774 |
| 775 | 776 | 777 | 778 | 779 | 780 |
| 781 | 782 | 783 | 784 | 785 | 786 |
| 787 | 788 | 789 | 790 | 791 | 792 |
| 793 | 794 | 795 | 796 | 797 | 798 |
| 799 | 800 | 801 | 802 | 803 | 804 |
| 805 | 806 | 807 | 808 | 809 | 810 |
| 811 | 812 | 813 | 814 | 815 | 816 |
| 817 | 818 | 819 | 820 | 821 | 822 |
| 823 | 824 | 825 | 826 | 827 | 828 |
| 829 | 830 | 831 | 832 | 833 | 834 |
| 835 | 836 | 837 | 838 | 839 | 840 |
| 841 | 842 | 843 | 844 | 845 | 846 |
| 847 | 848 | 849 | 850 | 851 | 852 |
| 853 | 854 | 855 | 856 | 857 | 858 |
| 859 | 860 | 861 | 862 | 863 | 864 |
| 865 | 866 | 867 | 868 | 869 | 870 |
| 871 | 872 | 873 | 874 | 875 | 876 |
| 877 | 878 | 879 | 880 | 881 | 882 |
| 883 | 884 | 885 | 886 | 887 | 888 |
| 889 | 890 | 891 | 892 | 893 | 894 |
| 895 | 896 | 897 | 898 | 899 | 900 |
| 901 | 902 | 903 | 904 | 905 | 906 |
| 907 | 908 | 909 | 910 | 911 | 912 |
| 913 | 914 | 915 | 916 | 917 | 918 |
| 919 | 920 | 921 | 922 | 923 | 924 |
| 925 | 926 | 927 | 928 | 929 | 930 |
| 931 | 932 | 933 | 934 | 935 | 936 |
| 937 | 938 | 939 | 940 | 941 | 942 |
| 943 | 944 | 945 | 946 | 947 | 948 |
| 949 | 950 | 951 | 952 | 953 | 954 |
| 955 | 956 | 957 | 958 | 959 | 960 |
| 961 | 962 | 963 | 964 | 965 | 966 |
| 967 | 968 | 969 | 970 | 971 | 972 |
| 973 | 974 | 975 | 976 | 977 | 978 |
| 979 | 980 | 981 | 982 | 983 | 984 |
| 985 | 986 | 987 | 988 | 989 | 990 |
| 991 | 992 | 993 | 994 | 995 | 996 |
| 997 | 998 | 999 | 1000 | 1001 | 1002 |

MECHANICAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA MECHANICAL CODE.
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CONDENSING UNIT MOUNTING DETAIL

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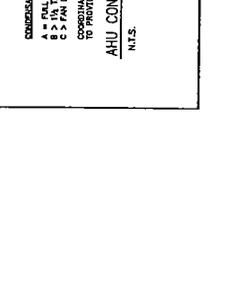
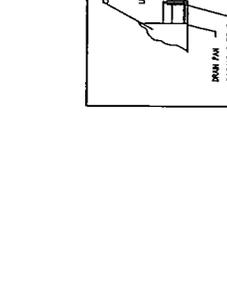
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CONDENSATE DRAIN TRAP

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA MECHANICAL CODE.

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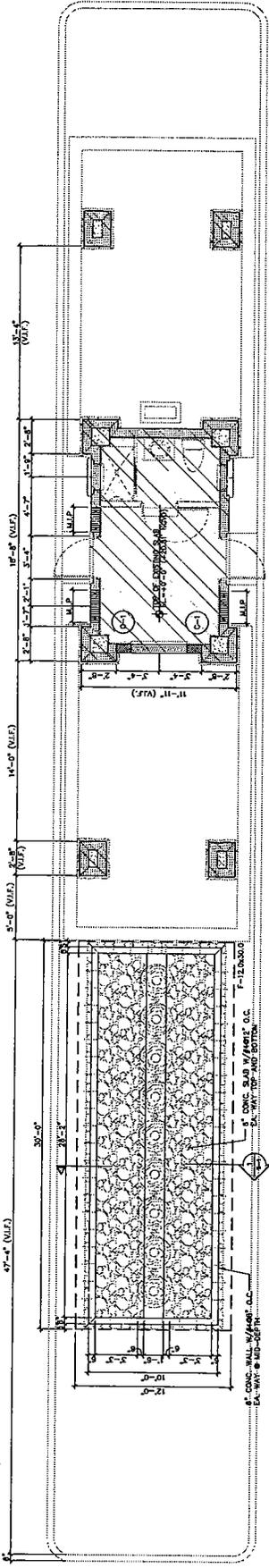
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL CODE.

7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL CODE.

8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL CODE.

9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL CODE.

10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL CODE.



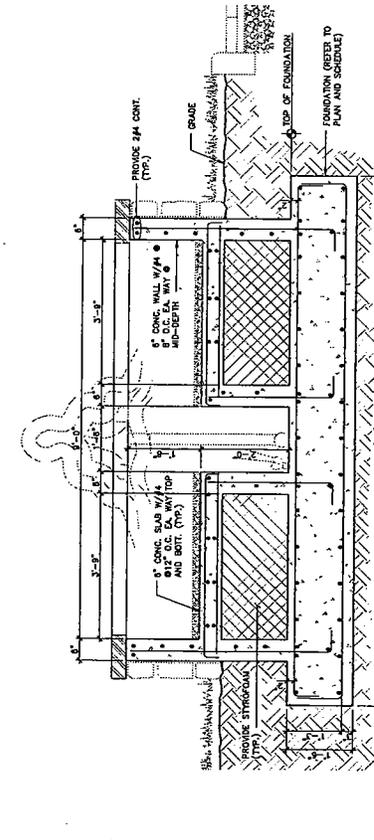
PROPOSED FLOOR FRAMING PLAN
 SCALE 1/4" = 1'-0"

SOIL STATEMENT:
 BASED UPON VISUAL INSPECTION BY THE ENGINEER TO THE PROJECT SITE, THE SOILS ARE CLASSIFIED AS SANDY SILT. THE SOILS ARE NOT SUITABLE FOR FOUNDATIONS UNLESS THEY ARE PROTECTED BY A MAJOR ALLOWABLE BEARING CAPACITY OF 2,000 PSF. THIS ENGINEER'S SOIL STATEMENT IS BASED ON VISUAL INSPECTION AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED. THE ENGINEER'S SOIL STATEMENT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER'S SOIL STATEMENT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER'S SOIL STATEMENT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

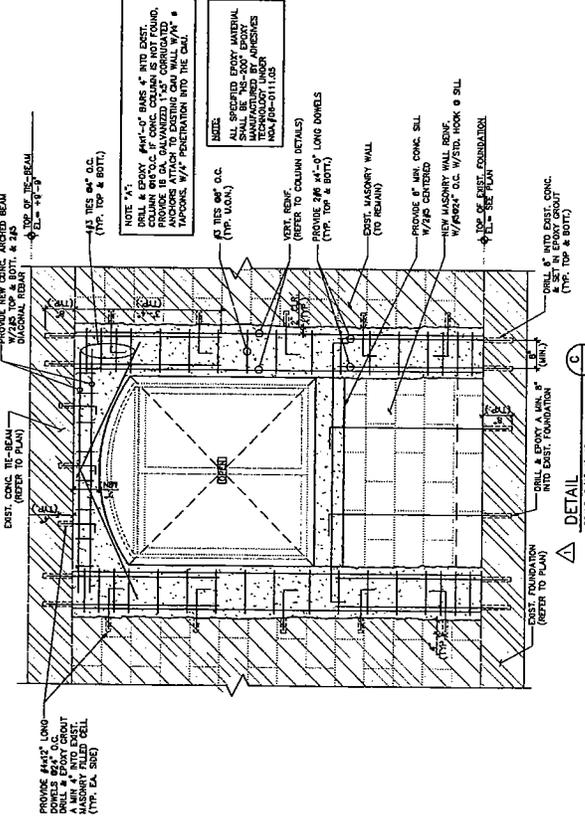
TERMINAL PROTECTION STATEMENT:
 AGAINST SUBSTANTIAL DAMAGE TO THE BUILDING FROM THE DESTRUCTION OF THE TERMINAL PROTECTION SHALL BE ISSUED TO THE BUILDING DEPARTMENT OF THE COUNTY OF COCO. THE BUILDING DEPARTMENT HAS REVIEWED THE FOLLOWING STATEMENT. THE BUILDING HAS RECORDED A COMPLETE STATEMENT OF THE TERMINAL PROTECTION STATEMENT. THE STATEMENT IS IN ACCORDANCE WITH THE RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

CONCRETE FOOTING SCHEDULE

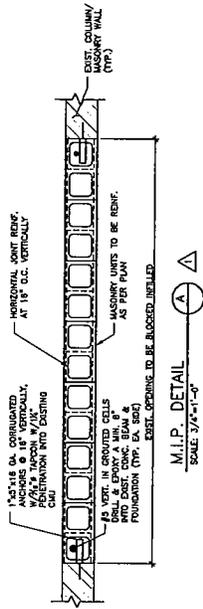
MARK	ELEV. TOP OF FOOTING	SEE PLAN	WIDTH	THICK	REINFORCING
F-12.03.0.0	-1'-0"	36" CONT. 18"	12"x30"	18"	CONTINUOUS TRANSVERSE
WF-35	-1'-0"	36" CONT. 18"	12"x30"	18"	CONTINUOUS TRANSVERSE



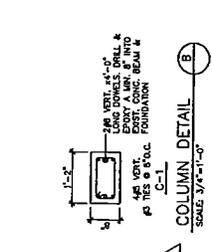
SECTION 1
 SCALE 3/4" = 1'-0"



DETAIL C
 SCALE 3/4" = 1'-0"



M.I.P. DETAIL
 SCALE 3/4" = 1'-0"



COLUMN DETAIL
 SCALE 3/4" = 1'-0"

BLDG. DEPT. COMMENTS 12-03-06
 BLDG. DEPT. COMMENTS 06-22-06

ALVARO ROSAL
 P.E. ARCHITECT
 1000 N. W. 10TH AVENUE
 SUITE 100
 MIAMI, FL 33136
 (305) 571-1111



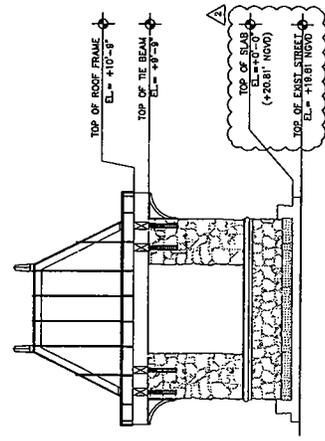
THIS DOCUMENT IS THE PROPERTY OF RAMON PACHECO ARCHITECT & PLANNER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RAMON PACHECO ARCHITECT & PLANNER.

COCOPUM ENTRY GUARD HOUSE

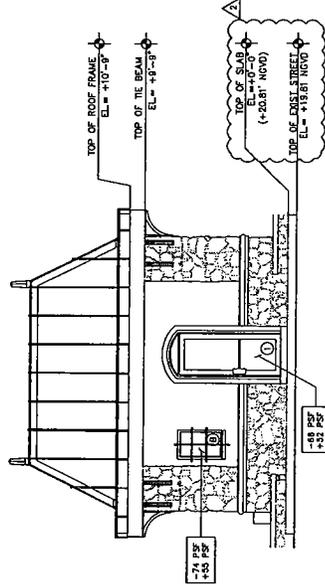
date: 12-12-12
 issued: O.A.
 drawn: O.A.
 checked: M.P.
 project no.: 12-12-12

sheet no. 2-2

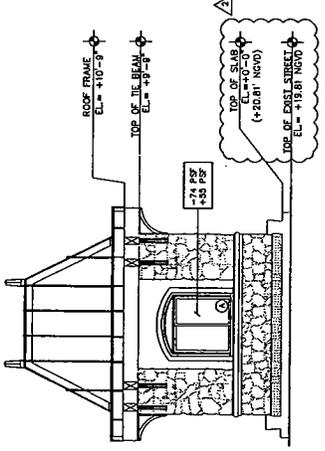
READ RPT. COMMENTS 12-05-08
 TO THE BEST OF HIS KNOWLEDGE, THE DESIGNER HAS COMPLIED WITH ALL APPLICABLE CODES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO, THE FLORIDA BUILDING CODE, THE FLORIDA ELECTRICAL CODE, THE FLORIDA MECHANICAL CODE, THE FLORIDA PLUMBING CODE, THE FLORIDA FIRE AND SAFETY CODE, AND THE FLORIDA LAND DISTRICT REGULATIONS.



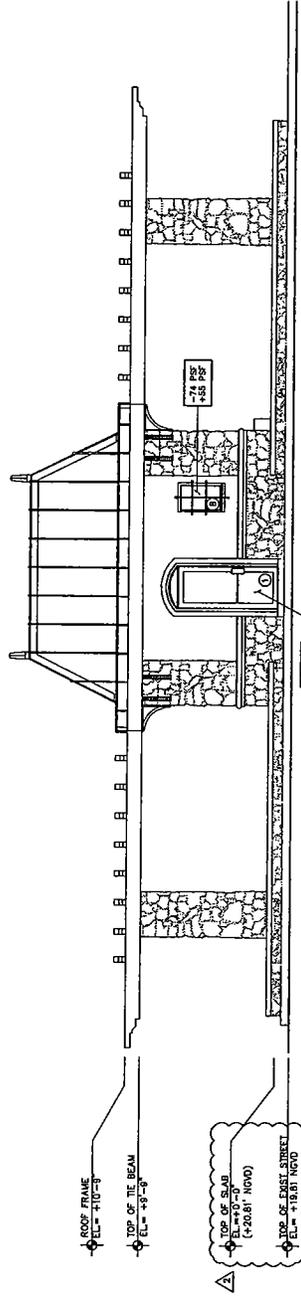
EAST ELEVATION
 SCALE 1/4" = 1'-0"



NORTH ELEVATION
 SCALE 1/4" = 1'-0"



EAST ELEVATION
 SCALE 1/4" = 1'-0"



PROPOSED SOUTH ELEVATION
 SCALE 1/4" = 1'-0"

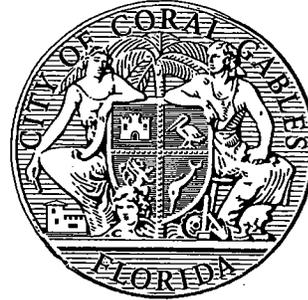
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Patrick G. Salerno, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



IFB No. 2009.06.20

**COCOPLUM ENTRY
GUARDHOUSE
RENOVATIONS**

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155

Michael P. Pounds, ICMA CM, Chief Procurement Officer
Danilo “Danny” Bedit, Procurement Supervisor
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

RFP Prepared by: **Joe V. Rodriguez, CPPB, FCCM**
Telephone: 305-460-5121 / Facsimile: 305-460-5116
contracts@coralgables.com

ATTACHMENT “E” ADDENDUMS

Bidder shall sign, acknowledge and submit these forms as part of its response, preferably signed in blue ink, one (1) original.

Addendum Issued Date: March 20, 2009

These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q)uestions from prospective proposers and the City's (A)nswers to those questions.

- Q1. Ceramic Tiles: Brand, Color, Size, Grout Color, Grout type, height of tiles in the bathroom (if required).
- A1. *Provide 18" X 18" ceramic tiles for floors at information center, bathroom and closet area. Color to be selected, allowance \$3.00 per sq/ft. for material only. Provide 4" X 4" ceramic tiles for bathroom walls wainscot height with matching bull-nose tile cap. Tiles to be selected, allowance \$2.00 per sq/ft. for material only. Grout color to be selected at time of installation.*
- Q2. Interior Trim & Hardware: Hardware brand, style and finish. Will handicap bars be required in bathroom? Size of Mirror, Baseboard profile, Interior door brand and style, Paper towel dispenser, Soap dispenser, Toilet Paper holder, Number of shelves in storage room.
- A2. *Please include an allowance of \$350.00 for mirror, paper towel dispenser, soap dispenser, toilet paper holder, and grab bars; installation to be included in bid.*
- Storage closet shall have (5) – 8" adjustable shelves on each wall.
- Exterior door hardware to be as required in the NOA.
- Interior door hardware to standard lock latch for pocket door.
- Q3. Insulation: Need specs for ceiling and walls.
- A3. *Ceiling insulation shall be R-30 batt insulation. Exterior wall insulation shall be R-4.2.*
- Q4. Paint: No brand or quality level specified. No colors given, interior and exterior. Specialty paint for bath? Epoxy.
- A4. *All interior and exterior paints shall be Benjamin Moore 25 year warranty. All interior and exterior colors to be selected.*
- Q5. Irrigation: Are we to assume that the existing piping will work as is?
- A5. *Please include an allowance of \$15,000.00 for Irrigation (See revised S.O.V.)*
- Q6. Soil treatment: Plans have note on soil poisoning. But there is no new slab on grade which would require this. Or are we to assume that you want the proposed generator pad and entry stoops treated.
- A6. *No soil treatment due to existing conditions.*
- Q7. Entry Street light at front of fountain: Is this light to be supplied, installed and maintained by FPL?
- A7. *Who ever is maintaining the existing street lamp shall continue to do so with the new lamp at its new location as shown in the landscaping plans. Installation of the new light pole by GC.*
- Q8. Plumbing: No brand or model number specified for the WC, sink, and faucets.
- A8. *Toilet shall be standard ADA. Tank toilet by American Standard or approved equal.*
LAV – "Murro" wall mount sink by American Standard or approved equal.
Faucet – ADA Standard faucet by American Standard.
- Q9. The current plans for the Cocoplum Guardhouse Renovation do not meet ADA accessibility requirements. Has the City obtained a waiver regarding this matter?

- A9. ***The design is based on an existing condition to be remodeled, removing the fixtures, and replacing them with new ones.***
- Q10. Does Professional Liability apply to General Contractor?
- A10. ***No, only applies to Design Professionals (Architects, Engineers)***
- Q11. Does Builder Risk Apply? Who pays for it?
- A11. ***Builders Risk applies and is paid for the contractor awarded the bid.***
- Q12. Is there an existing As-Built drawing to be provided to General Contractor?
- A12. ***No.***
- Q13. Since no work is permitted on Sundays, will this day be considered for exclusion in the purpose of calendar day scheduling?
- A13. ***No.***
- Q14. Who will provide the propane tank? (for coordination).
- A14. ***GC shall provide propane tank.***
- Q15. Who will provide the Generator? (for coordination).
- A15. ***Generator and all related items to be provided by GC.***
- Q16. Where will the old equipment be relocated (i.e. AC Wall unit).
- A16. ***The existing a/c unit will be removed and replaced with a new a/c unit at a new location as per the mep drawings.***
- Q17. A field verification of a Sprinkler Control Box was located inside the building, the drawings and specifications do not indicate this, please advice.
- A17. ***Refer to Q5.***
- Q18. Who will be responsible for the Security System (i.e. video camera)? If changes need be? Or will this be in discretion of the owner?
- A18. ***Existing Access Control System will remain.***
- Q19. What other permits are required besides the already permits of Coral Gables?
- A19. ***None.***
- Q20. Will irrigation be required? If so, we need plans.
- A20. ***Refer to Q5.***
- Q21. The drawings do not contain notes for fertilizers nor do specifications, if need be, please advice.
- A21. ***Please refer to revised Sheet. L-4.***
- Q22. We are pricing palmetto sod. No particular sod type is specified. Please advice.

- A22. *Palmetto sod is acceptable.*
- Q23. What soil will suffice? We are pricing 50-50.
- A23. *70-30 mix to be used.*
- Q24. The schedule of values included as page 31 of 31 of the proposal package contains items not referenced on the drawings: Please provide additional information or confirmation that no value is required;
- A24. - Irrigation, *Include an allowance of \$15,000.00*
 Insulation, *Refer to A3.*
 Flooring & Tile, *Refer to A1.*
 Toilet Accessories, *Include an allowance of \$350.00*
 Fire Extinguishers *Shall be purchased and installed by the GC.*
 Gate Access System, *Refer to Q18.*
- Q25. Please provide details and instructions for the interior of the building. (i.e. drywall? Floor-ceiling-wall finishes, wall types, etc.).
- A25. *Drywall for ceilings and walls shall be 5/8" thick, finished to receive paint and/or tile depending on location. Green board to be used in Bathroom*
- Q26. Please provide specifications for the fountain installation (i.e. bubbler spec, lighting spec, metal grill spec, and any other pertinent information relating to the pump and filtration system).
- A26. *Please refer to fountain drawings Sheet F-1 attached.*
- Q27. Please provide hardware specifications for the doors.
- A27. *Please refer to A-2.*
- Q28. Is there a required manufacturer for the windows?
- A28. *Aluminum Windows Large Missile Impact Resistant "La Finestra, L.C." contact Mellissa Alonso at (305) 599-8093.*
- Q29. Please provide a cap and finish detail for the generator screen wall.
- A29. *Precast cap to be a continuous 2" bull-nose cap smooth finish precast cap.*
- Q30. Please confirm finish for all of the architectural woodwork.
- A30. *All interior architectural wood work shall be paint grade material. Color to be selected. Exterior woods shall be Cedar sanded smooth and painted. Color as selected by Architect.*
- Q31. Please provide a specification for the sliding exterior door and contact information for windows.
- A31. *Include an allowance of \$4,000.00 for the sliding exterior door.*
Window 24"x36", NOA#07-0201.06
Window 48"x60" with elliptical arch, NOA#08-0208.01
Door #2, NOA#07-1107.04, Arch NOA#08-0208.01, Mullion NOA#07-0828.06
Refer to A28 for contact information.
- Q32. Is there a trim detail and/or specifications at windows and door openings?
- A32. *Provide 2-1/2" wood casing paint grade standard profile for interior doors #3, #4 only.*

- Q33. Are there any prevailing wage requirements that apply to the project?
- A33. *No.*
- Q34. Please provide additional direction and detail required for the construction, landscaping, and/or modification of the planters flanking the front entrance so that we may include this work in the proposal.
- A34. *Please refer to revised landscape plan; Sheet L-1 to L-6.*
- Q35. Fountain pump and specifications are missing?
- A35. *Please refer to revised landscape plan; Fountain Plan, Sheet F-1.*
- Q36. Flooring information for the guardhouse?
- A36. *Please refer to Q1 & A1.*
- Q37. Insulation Specs for the guardhouse (walls & ceilings)?
- A37. *Please refer to Q3 & A3.*
- Q38. Plumbing fixtures brand and reference numbers?
- A38. *Please refer to A8*
- Q39. Bid sheets calls for a price in Gate Access System, though no specifications are found?
- A39. *Please refer to Q.18.*
- Q40. There are no indications on the plans as to what finishes the interior of the guard house will take (eg. Ceiling materials, paint, bathroom fixtures, lighting fixtures).
- A40. *Please refer to A4, A8 & A25*
- Q41. What will happen with the existing security camera?
- A41. *Existing Security System is to remain. If camera or any security system item needs to be removed and reinstalled to perform any work, contractor shall include this cost in their bid.*
- Q42. Are there any liquidated damages?
- A42. *Yes, please refer to Project Manual Section 2.46.2*
- Q43. The electrical legend specifies a symbol for a fire alarm. Will the guardhouse take any sort of fire alarm and if so how should we go about making receiving plans for this work?
- A43. *No Fire Alarm required.*
- Q44. In the plans it indicates that the signage on the eastside of the guardhouse will be under separate permit. Does this mean that it will be installed by others or should we include it in our price?
- A44. *All signage specified on the plans should be included in the bid.*
- Q45. There are no indications in the plans for any changes to the irrigation system. Are we to assume that no changes will be made or will we be receiving plan changes at a later date?

- A45. *Refer to Q5.*
- Q46. Will we have to go through the City of Coral Gables for MOT permits? If so, will the city provide MOT drawings or will we have to acquire them ourselves. Do we include this in our price?
- A46. *Yes, it is to be obtained by the general contractor and it should be included in the bid price.*
- Q47. Are we replacing the two existing light poles (to be removed) with the double acorn poles or are we only replacing the one in front of the fountain.
- A47. *No, replace 2. Refer to revised landscape drawings.*
- Q48. The trellis cannot be tied into the building as shown in detail B on sheet S-3, side view, because the top of the tie beam terminates at the bottom of the wood beam. We need a red iron design which sits on top of the column on the building. Will this block column to be filled with concrete to reach the design loads in a hurricane?
- A48. *An alternate steel bucket could be designed and detailed to fit the as-built condition on top of the existing columns. The trellis structure will not transmit any uplift loads since its open beams and rafters.*
- Q49. To mount this new red iron, we will have to tear off all 4 corners of the existing roof. Do you want the rotted fascia replaced?
- A49. *It will be necessary to remove the existing wood fascia to install the new steel buckets the replace with new fascia board to match the other existing wood members.*
- Q50. Do you want the entire copper fascia on the lower roof replaced so that section matches (new copper will have different color)?
- A50. *The entire copper fascia shall be replaced for the lower and upper roofs and it shall match with the existing copper roof. New Obelisk to be installed by the roofing company as manufactured by "Rutland" model # FL009 (407) 859-1119.*
- Q51. We need a dimensioned side view of the shape of the trellis ends.
- A51. *Please refer to detail on Sheet A-3.*
- Q52. To conceal the fasteners of the trellis, can we use threaded rods and if yes, what diameter should it be?
- A52. *Threaded rods (galvanized) could be used for the trellis fastening. Diameter must be ½" diameter with 4" minimum penetration into trellis beams.*
- Q53. Can we place a roll off in front of the guard house, where the fountain will be built, during the demo phase?
- A53. *Yes, location to be coordinated with the City.*
- Q54. Is the GC responsible for supplying and installing the refrigerator?
- A54. *No.*
- Q55. There is no design for cabinets. Are the existing cabinets to remain?
- A55. *Existing cabinet shall be removed. Sink to be a pedestal sink type as per specification sheet.*

- Q56. Do you want to add Oolite to the wall where the new sign will be placed?
- A56. *Yes.*
- Q57. Can the 125A panel box be a sub box from the existing 200A panel box? Or do you want a new service?
- A57. *Drawings specify new service equipment, please provide. Please note the new service panel shall be equipped with main. Contractor may reuse existing service lateral if it matches with the minimum size as per plans.*
- Q58. What will the interior finishes be for all floors, walls and ceilings? Or should we assume builder grade, similar to what exists. Are we supposed to demo the floor tiles?
- A58. *Please refer to A1 for response. Yes, all existing flooring tile and bathroom tile shall be removed.*
- Q59. Please provide a construction detail for the new planter on the north side of the entrance?
- A59. *See attached drawing.*
- Q60. Please confirm the finish for the new cedar trellis and decorative wood brackets?
- A60. *Finish shall be cedar sanded smooth wood painted, color as selected by architect.*
-

Addendum Issued Date: April 9, 2009

These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q)uestions from prospective proposers and the City's (A)nswers to those questions.

- Q1. Will the City of Coral Gables provide survey points to the awarded bidder to mark our elevations from?
- A1. **No; Contractor is responsible for surveying the work.**
- Q2. Will the City provide the awarded bidder with water, if NOT if there is a fire hydrant close by – can the awarded bidder obtain a temporary permit and meter (and finally – from which department)
- A2. **No water will be provided by the City.**
- Q3. With regards to the waterproofing of the planter, which is NOT reflected, what product are we to bid by (Vulkem, etc.)
- A3. **Vulkem or Sealoflex is acceptable.**
- Q4. Where can the awarded bidder stage materials, etc?
- A4. **Permit application and plans (showing trailer & dumpster) should be submitted to Construction Staging Committee for approval.**
- Q5. If the project will require use of temporary trailers (either for temporary guard gate and/or construction), where can it/they be stage.

- A5. Please refer to answer No.4.**
- Q6. Pavers will a compaction test be required – if so, then how many proctors will be required (for the entire scope of the paving job).
- A6. Compaction tests are required; two proctors each side of the driveway.**
- Q7. Stucco Trim; what are the dimensions of the bands.
- A7. Stucco trims around exterior doors and windows shall be 6” wide.**
- Q8. Oolite installation; are there specifications for the installation (i.e. sandblast existing walls, fasten stone clips at 16” O.C., etc.)
- A8. Stone installation; Provide metal clips @ 16” O.C. max. (Vertical)**
- Q9. Guardhouse; storage room without light fixture – shall we add a fixture with an occupancy sensor installed on the wall.
- A9. Electrical plans will be revised; Provide PEGASUS Manufacturer; 120W Incandescent round ceiling flush mount light fixture, PF -7171 or approved equal. Finish to be selected by the owner.**
- Q10. Guardhouse; exterior window sills – what type of sills will these be (Keystone).
- A10. Provide precast keystone sills @ Bathroom & Storage room windows. Bullnose trim shown on the plans should be Keystone. Submit sample for approval.**
- Q11. Can we stage a covered dumpster at the Southern end of Cartagena Plaza?
- A11. NO dumpsters are allowed on Right-of-Way; only dump trucks. Please refer to Answer 4.**
- Q12. Meeting minutes, if available can they provide to us (this will alleviate redundancy of questions being asked and answered).
- A12. Minutes are not available; no questions are answered during the pre-bid conference. All vendors are asked to submit their questions in writing to contracts@coralgables.com.**
- Q13. Progress payments are being made on this project and monthly, but has a cut off date for submittal been selected?
- A13. Cutoff billing date is the 25th of the month.**
- Q14. Perhaps “purchasing” will provide for a two (2) day window to clarify anticipated responses once the potential bidders have received the answers from purchasing. This would facilitate much more clarity for the uncertain and minimize potential change orders.
- A14. One week has been given from the times answers are submitted to the prospective to the date to submit their bids. Answers due to bidders on April 9, 2009 and bid opening scheduled for April 16, 2009.**
- Q15. We were unable to contact FPL at the number provided, please advice and/or provide alternate contact information (e-mail, direct extensions, etc).
- A15. FPL representative for Cocoplum area is Mark Karris 305-387-6664.**

- Q16. We were unable to locate the electrical fixtures for the new planter near the SE curve of Cartagena Plaza, please advice.
- A16. No electrical work is required at this planter.**
- Q17. Regarding the “gate access system”, is this line item to replace the existing or to remove/replace the magnetic lines buried beneath the existing stamped concrete?
- A17. Existing gate access system is to remain. It is the GC responsibility to leave the system in working condition.**
- Q18. We are unable to locate the architectural and structural drawings for the new planter near the SE curve of Cartagena Plaza, please advice.
- A18. Please refer to detail provided with Addendum No.5.**
- Q19. Illuminated bubblers; are there any specifications to bid from.
- A19. Refer to Hall Fountain plans; Sheet F-1 / Item No.1.**
- Q20. Guardhouse; NO Section noted. Are we to assume the wall/ceiling insulation type.
- A20. Please refer to Addendum No. 5/Answer No.3.**
- Q21. Guardhouse; shelves noted in storage room, will backing be required – if so, how high up from FF to below ceiling height.
- A21. Backing is required; from 12” AFF to 12” from ceiling.**
- Q22. Guardhouse; restroom toilet paper holder – does NOT comply with the FL Bldg Code, FL Plumb Code or their respective figures regarding installation location.
- A22. All bathroom accessories are excluded from this bid.**
- Q23. Guardhouse; are the interior jambs, headers and sills of the windows going to receive casing – if so please provide relevant information.
- A23. Provide 2-1/4” wood casing for doors No.3 & No.4; windows will not have interior casing. Provide marble sills for the three windows.**
- Q24. 6’ screening wall cap; what type of cap will this be (Keystone).
- A24. Provide ½” smooth stucco finish on CBS wall and precast keystone cap. Submit sample for approval.**
- Q25. Plumbing general notes (P-1), please provide access panel specifications.
- A25. The contractor shall provide access to all valves as per FBC Plumbing . Furnish and install access panels when required, typical size 12”x 12”. Different may be required depending on site conditions and value location.**
- Q26. Plumbing fixtures please provide manufacturer and specifications to bid from.
- A26. Please refer to Addendum No.5/Answer No.8.**

Q27. Landscaping, please provide irrigation plans and specifications to bid from.

A27. Please refer to Addendum No.5/Answer No.5.

Q28. Regarding the existing rooftop cooper finish, can we have access to the subcontractor information from this previous work?

A28. No information is available.

Q29. Which generator will we be bidding with?

A29. Generator to be as per electrical plans provided.

Q30. Can we suggest an alternate generator with our bid?

A30. Generator to be as per electrical plans provided.

Please acknowledge this attachment and submit one signed original with your bid.

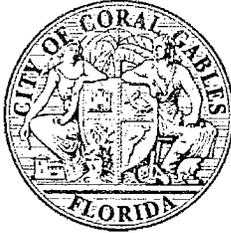
BIDDERS NAME: _____

CONTACT NAME / TITLE: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

TELEPHONE _____ FACSIMILE _____ EMAIL: _____



Invitation to Bid

***IFB # 2009.06.20
Cocoplum Entry Guard House***

**ADDENDUM No. 1
Issued Date: July 2, 2009**

These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q) uestions from prospective proposers and the City's (A) nswers to those questions.

1. Page F1 (Plans) missing
 - a. See attached file.
2. Builders Risk Insurance
 - a. Refer to Addendum # 5, answer to question # 11. (*Q11. Does Builder Risk Apply? Who pays for it? A11. Builders Risk applies and is paid for the contractor awarded the bid*)
3. Correction on cover page for drawings.
 - a. Should read Attachment "D" Drawings, not "C" Drawings.
4. Make sure to clarify the addendum attached here as Attachment "E" Addendums.
 - a. These addendums here attached are for reference from the previous bid, do not need to be acknowledge on this bid. Only addendums arising from this new bid will be required to be acknowledging on page 27.
5. Sales Tax, can they include it on their bid?
 - a. Yes.
6. Permits
 - a. Refer to section 2.17 of this package, read during the pre-bid conference.
7. Why was not awarded the first time around.
 - a. Please refer to attached letter sent to all bidders.
8. Are there any changes to the scope from the original bid?
 - a. No, there are none.
9. Can they utilize the parking spaces to put a dumpster?

- a. Refer to addendum # 7, answer to question # 4 (Q4. *Where can the awarded bidder stage materials, etc? A4. Permit application and plans (showing trailer & dumpster) should be submitted to Construction Staging Committee for approval.*
10. Time of completion & Liquidated damages (*We read section 2.46, page 17 when the question was brought up during the pre-bid conference.*)
 - a. Refer to addendum # 5, answer to question # 42 (Q42. *Are there any liquidated damages? A42. Yes, please refer to Project Manual Section 2.46.2*)
11. Section I, Paragraph 1.3 states that "This Invitation must be submitted in its entirety, with all forms executed". However on section 1.5, Bid Format, a list of items is provided that does not include the entire IFB document. Submitting 4 copies of the entire IFB document would be hard on proponents.
 - a. The bidders must submit one (1) original bid and four (4) copies, in reference to the attachments "A" Forms and "C" Bond Forms please submit only one (1) original (no copies are needed) and the last attachment "B" Professional Service Agreement is for your reference, this form is going to be the format in which the agreement/contract will be signed by the City and all parties involved once the bid has been awarded.
12. The way I understand it is that the package will contain a Bidder's Acknowledgement, Section 6, Section 7 and Attachments "A", "B" and "C".
 - a. Section 6 of this bid is to acknowledge all the addendums issued during this process (this time around) and also statement of no bid and in section 7 is the bid pricing schedule. These two sections 6 & 7 must be submitted one (1) original and four (4) copies and in reference to the attachments "A" Forms and "C" Bond Forms please submit only one (1) original (no copies are needed) and the last attachment "B" Professional Service Agreement is for your reference, this form is going to be the format in which the agreement/contract will be signed by the City and all parties involved once the bid has been awarded.
13. I just finished downloading the BID package and at the end in attachment "E" Addendums there are a total of two Addendums, one issued on March 20, 2009 and the other issued on April 9, 2009, in the second Addendum of April Q#20 Guardhouse; No Section noted. Are we assuming the wall/ceiling insulation type? A#20. Please refer to addendum # 5, Answer # 3.
 - a. We are including here all addendums issued during the first bid, addendums 1 through 7. These addendums do not need to be acknowledged during this

Addendum shall be acknowledged in Section 5.0 IFB Response Forms. All other terms and conditions of this IFB shall remain in full force and effect.

Sincerely,

**Michael P. Pounds
Chief Procurement Officer**



The City of Coral Gables

Procurement Department

2800 S.W. 72ND. AVENUE
MIAMI, FLORIDA 33155

May 15, 2009

To all Bidders of IFB 2009.01.12 / Cocoplum Entry Guard House

Dear Bidder:

In accordance with Section 2-733 of the Procurement Code, the Cocoplum Entry Guard House IFB 2009.01.12 has been cancelled in the best interest of the City. My decision to cancel the bid was a result of the Cocoplum Entry Guard House IFB being compromised, because of the following:

1. Failure of the apparent low bidder to provide bid security under Section 2-1004 (d) *Rejection of Solicitations for Noncompliance with Bid Security Requirements.*
2. Apparent low bidder submitted only a check stub with his bid and mistakenly believed that he could submit the rest of the cashier's check or another check as bid security after the bid opening. Required bid security must be submitted with the bid by the bid opening.
3. Communications of the apparent low bidder about the IFB, which went beyond a discussion of process, violated the Cone of Silence under Procurement Code Section 2-1059.
4. Discrepancies between Schedule of Values submitted within the bids of the 3 lowest bidders and the Engineer's Estimate.

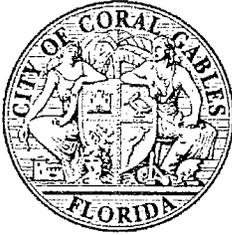
The Cocoplum Guard House will be re-bid as soon as possible with those previously submitted encouraged to submit bids.

Sincerely,

A handwritten signature in cursive script that reads "Michael P. Pounds".

Michael P. Pounds
Chief Procurement Officer

PC: Alberto Delgado, Public Works Director
Don Nelson, Finance Director
Contract File



INVITATION FOR BID

**IFB # 2009.01.12
Cocoplum Entry Guard House
(Cocoplum Road at Cartagena Plaza)**

ADDENDUM No. 1

Issued Date: February 12, 2009

These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q)uestions from prospective proposers and the City's (A)nswers to those questions.

This addendum has been issued to the schedule of events due to the missing page on the plans. Also this addendum includes the missing page from the original set of plans.

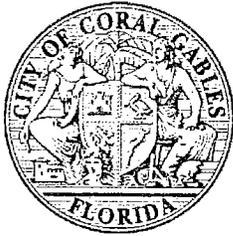
Schedule of Events	Old Dates	New Dates
Questions from Prospective Bidders	Thursday, February 12, 2009 4pm	Friday, February 20, 2009 4pm
Answers to Prospective Bidders	Thursday, February 19, 2009 4pm	Friday, February 27, 2009 4pm
Proposal submittal deadline	Thursday, February 26, 2009 2pm	Friday, March 6, 2009 3pm

Attached here is page L-7 missing from the set of plans.

Addendum shall be acknowledged in Section 6.0 for the proposal response form. All other terms and conditions of this RFP shall remain in full force and effect.

Sincerely,

Chief Procurement Officer



INVITATION FOR BID

IFB # 2009.01.12

Cocoplum Entry Guard House
(Cocoplum Road at Cartagena Plaza)

ADDENDUM No. 2
Issued Date: February 27, 2009

These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q)uestions from prospective proposers and the City's (A)nswers to those questions.

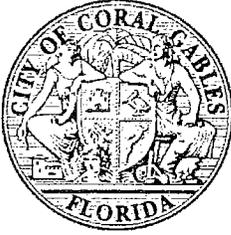
This addendum has been issued to make changes to the schedule of events due to the technical issues related to revision to the plans. Extra time has been given to allow time to review the revised copies of the plans and submit any new questions. Addendum 3 will be issued with the revised copies of the plans within the following days. Questions previously received will be answered in addendum 4 to be issued in March 20, 2009.

Schedule of Events	Old Dates	New Dates
Questions from Prospective Bidders	Friday, February 20, 2009 4pm	Friday, March 13, 2009 4pm
Answers to Prospective Bidders	Friday, February 27, 2009 4pm	Friday, March 20, 2009 4pm
Proposal submittal deadline	Friday, March 6, 2009 3pm	Thursday, March 26, 2009 3pm

Addendum shall be acknowledged in Section 6.0 for the proposal response form. All other terms and conditions of this RFP shall remain in full force and effect.

Sincerely,

Chief Procurement Officer



INVITATION FOR BID

**IFB # 2009.01.12
Cocoplum Entry Guard House
(Cocoplum Road at Cartagena Plaza)**

ADDENDUM No. 3

Issued Date: March 9, 2009

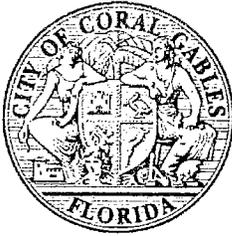
These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q)uestions from prospective proposers and the City's (A)nswers to those questions.

This addendum has been issued to submit revised plan copies. Any questions arising from these revised copies, please submit them in writing to contracts@coralgables.com or via fax at 305-460-5116 by Friday, March, 13, 2009 no later than 4PM.

Addendum shall be acknowledged in Section 6.0 for the proposal response form. All other terms and conditions of this RFP shall remain in full force and effect.

Sincerely,

Chief Procurement Officer



INVITATION FOR BID

**IFB # 2009.01.12
Cocoplum Entry Guard House
(Cocoplum Road at Cartagena Plaza)**

ADDENDUM No. 4

Issued Date: March 23, 2009

These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q)uestions from prospective proposers and the City's (A)nswers to those questions.

This addendum has been issued to make changes to the schedule of events due to the unanswered questions from the Prospective Bidders. Addendum 5 will be issued with all questions submitted by all prospective bidders. Questions previously received will be answered in addendum 5 to be issued in Tuesday, March 24, 2009.

Schedule of Events	Old Dates	New Dates
Answers to Prospective Bidders	Friday, March 20, 2009 4pm	Tuesday, March 24, 2009 2pm
Proposal submittal deadline	Friday, March 26, 2009 3pm	Wednesday, April 1, 2009 2pm

Addendum shall be acknowledged in Section 6.0 for the proposal response form. All other terms and conditions of this RFP shall remain in full force and effect.

Sincerely,

Chief Procurement Officer



**INVITATION FOR BID
IFB # 2009.01.12
Cocoplum Entry Guard House
(Cocoplum Road at Cartagena Plaza)**

**ADDENDUM No. 5
Issued Date: March 20, 2009**

These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q)uestions from prospective proposers and the City's (A)nswers to those questions.

- Q1. Ceramic Tiles: Brand, Color, Size, Grout Color, Grout type, height of tiles in the bathroom (if required).
- A1. **Provide 18" X 18" ceramic tiles for floors at information center, bathroom and closet area. Color to be selected, allowance \$3.00 per sq/ft. for material only. Provide 4" X 4" ceramic tiles for bathroom walls wainscot height with matching bull-nose tile cap. Tiles to be selected, allowance \$2.00 per sq/ft. for material only. Grout color to be selected at time of installation.**
- Q2. Interior Trim & Hardware: Hardware brand, style and finish. Will handicap bars be required in bathroom? Size of Mirror, Baseboard profile, Interior door brand and style, Paper towel dispenser, Soap dispenser, Toilet Paper holder, Number of shelves in storage room.
- A2. **Please include an allowance of \$350.00 for mirror, paper towel dispenser, soap dispenser, toilet paper holder, and grab bars; installation to be included in bid.**
- **Storage closet shall have (5) – 8" adjustable shelves on each wall.**
 - **Exterior door hardware to be as required in the NOA.**
 - **Interior door hardware to standard lock latch for pocket door.**
- Q3. Insulation: Need specs for ceiling and walls.
- A3. **Ceiling insulation shall be R-30 batt insulation. Exterior wall insulation shall be R-4.2.**
- Q4. Paint: No brand or quality level specified. No colors given, interior and exterior. Specialty paint for bath? Epoxy.
- A4. **All interior and exterior paints shall be Benjamin Moore 25 year warranty. All interior and exterior colors to be selected.**

- Q5. Irrigation: Are we to assume that the existing piping will work as is?
- A5. **Please include an allowance of \$15,000.00 for Irrigation (See revised S.O.V.)**
- Q6. Soil treatment: Plans have note on soil poisoning. But there is no new slab on grade which would require this. Or are we to assume that you want the proposed generator pad and entry stoops treated.
- A6. **No soil treatment due to existing conditions.**
- Q7. Entry Street light at front of fountain: Is this light to be supplied, installed and maintained by FPL?
- A7. **Who ever is maintaining the existing street lamp shall continue to do so with the new lamp at its new location as shown in the landscaping plans. Installation of the new light pole by GC.**
- Q8. Plumbing: No brand or model number specified for the WC, sink, and faucets.
- A8. **Toilet shall be standard ADA. Tank toilet by American Standard or approved equal.
LAV – “Murro” wall mount sink by American Standard or approved equal.
Faucet – ADA Standard faucet by American Standard.**
- Q9. The current plans for the Cocoplum Guardhouse Renovation do not meet ADA accessibility requirements. Has the City obtained a waiver regarding this matter?
- A9. **The design is based on an existing condition to be remodeled, removing the fixtures, and replacing them with new ones.**
- Q10. Does Professional Liability apply to General Contractor?
- A10. **No, only applies to Design Professionals (Architects, Engineers)**
- Q11. Does Builder Risk Apply? Who pays for it?
- A11. **Builders Risk applies and is paid for the contractor awarded the bid.**
- Q12. Is there an existing As-Built drawing to be provided to General Contractor?
- A12. **No.**
- Q13. Since no work is permitted on Sundays, will this day be considered for exclusion in the purpose of calendar day scheduling?
- A13. **No.**
- Q14. Who will provide the propane tank? (for coordination).
- A14. **GC shall provide propane tank.**
- Q15. Who will provide the Generator? (for coordination).

- A15. **Generator and all related items to be provided by GC.**
- Q16. Where will the old equipment be relocated (i.e. AC Wall unit).
- A16. **The existing a/c unit will be removed and replaced with a new a/c unit at a new location as per the mep drawings.**
- Q17. A field verification of a Sprinkler Control Box was located inside the building, the drawings and specifications do not indicate this, please advice.
- A17. **Refer to Q5.**
- Q18. Who will be responsible for the Security System (i.e. video camera)? If changes need be? Or will this be in discretion of the owner?
- A18. **Existing Access Control System will remain.**
- Q19. What other permits are required besides the already permits of Coral Gables?
- A19. **None.**
- Q20. Will irrigation be required? If so, we need plans.
- A20. **Refer to Q5.**
- Q21. The drawings do not contain notes for fertilizers nor do specifications, if need be, please advice.
- A21. **Please refer to revised Sheet. L-4.**
- Q22. We are pricing palmetto sod. No particular sod type is specified. Please advice.
- A22. **Palmetto sod is acceptable.**
- Q23. What soil will suffice? We are pricing 50-50.
- A23. **70-30 mix to be used.**
- Q24. The schedule of values included as page 31 of 31 of the proposal package contains items not referenced on the drawings: Please provide additional information or confirmation that no value is required;
- A24. - Irrigation, **Include an allowance of \$15,000.00**
 Insulation, **Refer to A3.**
 Flooring & Tile, **Refer to A1.**
 Toilet Accessories, **Include an allowance of \$350.00**
 Fire Extinguishers **Shall be purchased and installed by the GC.**
 Gate Access System, **Refer to Q18.**
- Q25. Please provide details and instructions for the interior of the building. (i.e. drywall? Floor-ceiling-wall finishes, wall types, etc.).
- A25. **Drywall for ceilings and walls shall be 5/8" thick, finished to receive paint and/or tile depending on location. Green board to be used in Bathroom**

Q26. Please provide specifications for the fountain installation (i.e. bubbler spec, lighting spec, metal grill spec, and any other pertinent information relating to the pump and filtration system).

A26. **Please refer to fountain drawings Sheet F-1 attached.**

Q27. Please provide hardware specifications for the doors.

A27. **Please refer to A-2.**

Q28. Is there a required manufacturer for the windows?

A28. **Aluminum Windows Large Missile Impact Resistant "La Finestra, L.C." contact Mellissa Alonso at (305) 599-8093.**

Q29. Please provide a cap and finish detail for the generator screen wall.

A29. **Precast cap to be a continuous 2" bull-nose cap smooth finish precast cap.**

Q30. Please confirm finish for all of the architectural woodwork.

A30. **All interior architectural wood work shall be paint grade material. Color to be selected. Exterior woods shall be Cedar sanded smooth and painted. Color as selected by Architect.**

Q31. Please provide a specification for the sliding exterior door and contact information for windows.

A31. **Include an allowance of \$4,000.00 for the sliding exterior door.
Window 24"x36", NOA#07-0201.06
Window 48"x60" with elliptical arch, NOA#08-0208.01
Door #2, NOA#07-1107.04, Arch NOA#08-0208.01, Mullion NOA#07-0828.06
Refer to A28 for contact information.**

Q32. Is there a trim detail and/or specifications at windows and door openings?

A32. **Provide 2-1/2" wood casing paint grade standard profile for interior doors #3, #4 only.**

Q33. Are there any prevailing wage requirements that apply to the project?

A33. **No.**

Q34. Please provide additional direction and detail required for the construction, landscaping, and/or modification of the planters flanking the front entrance so that we may include this work in the proposal.

A34. **Please refer to revised landscape plan; Sheet L-1 to L-6.**

Q35. Fountain pump and specifications are missing?

A35. **Please refer to revised landscape plan; Fountain Plan, Sheet F-1.**

Q36. Flooring information for the guardhouse?

- A36. **Please refer to Q1 & A1.**
- Q37. Insulation Specs for the guardhouse (walls & ceilings)?
- A37. **Please refer to Q3 & A3.**
- Q38. Plumbing fixtures brand and reference numbers?
- A38. **Please refer to A8**
- Q39. Bid sheets calls for a price in Gate Access System, though no specifications are found?
- A39. **Please refer to Q.18.**
- Q40. There are no indications on the plans as to what finishes the interior of the guard house will take (eg. Ceiling materials, paint, bathroom fixtures, lighting fixtures).
- A40. **Please refer to A4, A8 & A25**
- Q41. What will happen with the existing security camera?
- A41. **Existing Security System is to remain. If camera or any security system item needs to removed and reinstalled to perform any work, contractor shall include this cost in their bid.**
- Q42. Are there any liquidated damages?
- A42. **Yes, please refer to Project Manual Section 2.46.2**
- Q43. The electrical legend specifies a symbol for a fire alarm. Will the guardhouse take any sort of fire alarm and if so how should we go about making receiving plans for this work?
- A43. **No Fire Alarm required.**
- Q44. In the plans it indicates that the signage on the eastside of the guardhouse will be under separate permit. Does this mean that it will be installed by others or should we include it in our price?
- A44. **All signage specified on the plans should be included in the bid.**
- Q45. There are no indications in the plans for any changes to the irrigation system. Are we to assume that no changes will be made or will we be receiving plan changes at a later date?
- A45. **Refer to Q5.**
- Q46. Will we have to go through the City of Coral Gables for MOT permits? If so, will the city provide MOT drawings or will we have to acquire them ourselves. Do we include this in our price?
- A46. **Yes, it is to be obtained by the general contractor and it should be included in the bid price.**
- Q47. Are we replacing the two existing light poles (to be removed) with the double acorn poles or are we only replacing the one in front of the fountain.

- A47. **No, replace 2. Refer to revised landscape drawings.**
- Q48. The trellis cannot be tied into the building as shown in detail B on sheet S-3, side view, because the top of the tie beam terminates at the bottom of the wood beam. We need a red iron design which sits on top of the column on the building. Will this block column to be filled with concrete to reach the design loads in a hurricane?
- A48. **An alternate steel bucket could be designed and detailed to fit the as-built condition on top of the existing columns. The trellis structure will not transmit any uplift loads since its open beams and rafters.**
- Q49. To mount this new red iron, we will have to tear off all 4 corners of the existing roof. Do you want the rotted fascia replaced?
- A49. **It will be necessary to remove the existing wood fascia to install the new steel buckets the replace with new fascia board to match the other existing wood members.**
- Q50. Do you want the entire copper fascia on the lower roof replaced so that section matches (new copper will have different color)?
- A50. **The entire copper fascia shall be replaced for the lower and upper roofs and it shall match with the existing copper roof. New Obelisk to be installed by the roofing company as manufactured by "Rutland" model # FL009 (407) 859-1119.**
- Q51. We need a dimensioned side view of the shape of the trellis ends.
- A51. **Please refer to detail on Sheet A-3.**
- Q52. To conceal the fasteners of the trellis, can we use threaded rods and if yes, what diameter should it be?
- A52. **Threaded rods (galvanized) could be used for the trellis fastening. Diameter must be ½" diameter with 4" minimum penetration into trellis beams.**
- Q53. Can we place a roll off in front of the guard house, where the fountain will be built, during the demo phase?
- A53. **Yes, location to be coordinated with the City.**
- Q54. Is the GC responsible for supplying and installing the refrigerator?
- A54. **No.**
- Q55. There is no design for cabinets. Are the existing cabinets to remain?
- A55. **Existing cabinet shall be removed. Sink to be a pedestal sink type as per specification sheet attached.**
- Q56. Do you want to add Oolite to the wall where the new sign will be placed?
- A56. **Yes.**

Q57. Can the 125A panel box be a sub box from the existing 200A panel box? Or do you want a new service?

A57. **Drawings specify new service equipment, please provide. Please note the new service panel shall be equipped with main. Contractor may reuse existing service lateral if it matches with the minimum size as per plans.**

Q58. What will the interior finishes be for all floors, walls and ceilings? Or should we assume builder grade, similar to what exists. Are we supposed to demo the floor tiles?

A58. **Please refer to A1 for response. Yes, all existing flooring tile and bathroom tile shall ne removed.**

Q59. Please provide a construction detail for the new planter on the north side of the entrance?

A59. **See attached drawing.**

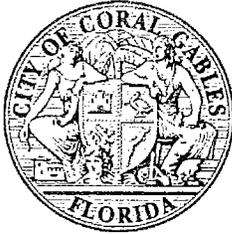
Q60. Please confirm the finish for the new cedar trellis and decorative wood brackets?

A60. **Finish shall be cedar sanded smooth wood painted, color as selected by architect.**

Addendum shall be acknowledged in Section 6.0 for the proposal response form. All other terms and conditions of this RFP shall remain in full force and effect.

Sincerely,

Chief Procurement Officer



INVITATION FOR BID

**IFB # 2009.01.12
Cocoplum Entry Guard House
(Cocoplum Road at Cartagena Plaza)**

ADDENDUM No. 6

Issued Date: March 27, 2009

These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q)uestions from prospective proposers and the City's (A)nswers to those questions.

This addendum has been issued to make changes to the schedule of events due to the unanswered questions from the Prospective Bidders. Addendum 7 will be issued with the remaining questions submitted by prospective bidders. Questions previously received will be answered in addendum 7 to be issued on Thursday, April 9, 2009.

Schedule of Events	Old Dates	New Dates
Answers to Prospective Bidders	Tuesday, March 24, 2009 2pm	Thursday, April 9, 2009 4pm
Proposal submittal deadline	Wednesday, April 1, 2009 2pm	Thursday, April 16, 2009 2pm

Addendum shall be acknowledged in Section 6.0 for the proposal response form. All other terms and conditions of this RFP shall remain in full force and effect.

Sincerely,

Chief Procurement Officer



INVITATION FOR BID

IFB # 2009.01.12

Cocoplum Entry Guard House
(Cocoplum Road at Cartagena Plaza)

ADDENDUM No. 7
Issued Date: April 9, 2009

These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q)uestions from prospective proposers and the City's (A)nswers to those questions.

- Q1. Will the City of Coral Gables provide survey points to the awarded bidder to mark our elevations from?
- A1. No; Contractor is responsible for surveying the work.**
- Q2. Will the City provide the awarded bidder with water, if NOT if there is a fire hydrant close by – can the awarded bidder obtain a temporary permit and meter (and finally – from which department)
- A2. No water will be provided by the City.**
- Q3. With regards to the waterproofing of the planter, which is NOT reflected, what product are we to bid by (Vulkem, etc.)
- A3. Vulkem or Sealoflex is acceptable.**
- Q4. Where can the awarded bidder stage materials, etc?
- A4. Permit application and plans (showing trailer & dumpster) should be submitted to Construction Staging Committee for approval.**
- Q5. If the project will require use of temporary trailers (either for temporary guard gate and/or construction), where can it/they be stage.
- A5. Please refer to answer No.4.**
- Q6. Pavers, will a compaction test be required – if so, then how many proctors will be required (for the entire scope of the paving job).
- A6. Compaction tests are required; two proctors each side of the driveway.**

- Q7. Stucco Trim; what are the dimensions of the bands.
- A7. Stucco trims around exterior doors and windows shall be 6” wide.**
- Q8. Oolite installation; are there specifications for the installation (i.e. sandblast existing walls, fasten stone clips at 16” O.C., etc.)
- A8. Stone installation; Provide metal clips @ 16” O.C. max. (Vertical)**
- Q9. Guardhouse; storage room without light fixture – shall we add a fixture with an occupancy sensor installed on the wall.
- A9. Electrical plans will be revised; Provide PEGASUS Manufacturer; 120W Incandescent round ceiling flush mount light fixture, PF -7171 or approved equal. Finish to be selected by the owner.**
- Q10. Guardhouse; exterior window sills – what type of sills will these be (Keystone).
- A10. Provide precast keystone sills @ Bathroom & Storage room windows. Bullnose trim shown on the plans should be Keystone. Submit sample for approval.**
- Q11. Can we stage a covered dumpster at the Southern end of Cartagena Plaza?
- A11. NO dumpsters are allowed on Right-of-Way; only dump trucks. Please refer to Answer 4.**
- Q12. Meeting minutes, if available can they provide to us (this will alleviate redundancy of questions being asked and answered).
- A12. Minutes are not available; no questions are answered during the pre-bid conference. All vendors are asked to submit their questions in writing to contracts@coralgables.com.**
- Q13. Progress payments are being made on this project and monthly, but has a cut off date for submittal been selected?
- A13. Cutoff billing date is the 25th of the month.**
- Q14. Perhaps “purchasing” will provide for a two (2) day window to clarify anticipated responses once the potential bidders have received the answers from purchasing. This would facilitate much more clarity for the uncertain and minimize potential change orders.
- A14. One week has been given from the times answers are submitted to the prospective to the date to submit their bids. Answers due to bidders on April 9, 2009 and bid opening scheduled for April 16, 2009.**
- Q15. We were unable to contact FPL at the number provided, please advice and/or provide alternate contact information (e-mail, direct extensions, etc).
- A15. FPL representative for Cocoplum area is Mark Karris 305-387-6664.**

Q16. We were unable to locate the electrical fixtures for the new planter near the SE curve of Cartagena Plaza, please advice.

A16. No electrical work is required at this planter.

Q17. Regarding the “gate access system”, is this line item to replace the existing or to remove/replace the magnetic lines buried beneath the existing stamped concrete?

A17. Existing gate access system is to remain. It is the GC responsibility to leave the system in working condition.

Q18. We are unable to locate the architectural and structural drawings for the new planter near the SE curve of Cartagena Plaza, please advice.

A18. Please refer to detail provided with Addendum No.5.

Q19. Illuminated bubblers; are there any specifications to bid from.

A19. Refer to Hall Fountain plans; Sheet F-1 / Item No.1.

Q20. Guardhouse; NO Section noted. Are we to assume the wall/ceiling insulation type.

A20. Please refer to Addendum No. 5/Answer No.3.

Q21. Guardhouse; shelves noted in storage room, will backing be required – if so, how high up from FF to below ceiling height.

A21. Backing is required; from 12” AFF to 12” from ceiling.

Q22. Guardhouse; restroom toilet paper holder – does NOT comply with the FL Bldg Code, FL Plumb Code or their respective figures regarding installation location.

A22. All bathroom accessories are excluded from this bid.

Q23. Guardhouse; are the interior jambs, headers and sills of the windows going to receive casing – if so please provide relevant information.

A23. Provide 2-1/4” wood casing for doors No.3 & No.4; windows will not have interior casing. Provide marble sills for the three windows.

Q24. 6’ screening wall cap; what type of cap will this be (Keystone).

A24. Provide ½” smooth stucco finish on CBS wall and precast keystone cap. Submit sample for approval.

Q25. Plumbing general notes (P-1), please provide access panel specifications.

A25. The contractor shall provide access to all valves as per FBC Plumbing . Furnish and install access panels when required, typical size 12”x 12”. Different may be required depending on site conditions and value location.

Q26. Plumbing fixtures please provide manufacturer and specifications to bid from.

A26. Please refer to Addendum No.5/Answer No.8.

Q27. Landscaping, please provide irrigation plans and specifications to bid from.

A27. Please refer to Addendum No.5/Answer No.5.

Q28. Regarding the existing rooftop cooper finish, can we have access to the subcontractor information from this previous work?

A28. No information is available.

Q29. Which generator will we be bidding with?

A29. Generator to be as per electrical plans provided.

Q30. Can we suggest an alternate generator with our bid?

A30. Generator to be as per electrical plans provided.

Addendum shall be acknowledged in Section 6.0 for the proposal response form. All other terms and conditions of this RFP shall remain in full force and effect.

Sincerely,

Chief Procurement Officer

BID BOND

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS.
CITY OF CORAL GABLES }

LX55724

KNOWN ALL MEN BY THESE PRESENTS, That we Bejar Construction, Inc.
as Principal, and Lexon Insurance Company, as Surety, are
held and firmly bonded unto the City of Coral Gables as Owner in the penal sum of Twenty Two
Thousand Five Hundred & 00/100 Dollars (\$ 22,500.00), lawful money of the United States,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has
submitted to the City of Coral Gables the accompanying Bid, signed
_____, and dated _____, 20____, for

**Renovations to the Interior and Exterior
of the Existing Cocoplum Entrance
Guard House Building.
IFB 2009.06.20**

in accordance with the Plans and Specifications therefore, the call for Bids or Proposals, and the
Instructions to Bidders, all of which are made a part hereof by reference as if fully set forth herein.

NOW, THEREFORE,

- (a) If the Principal shall not withdraw said bid within thirty (30) days after date of
Opening of the same, and shall within ten (10) days after written notice being given by
the City Manager or his designee, of the award of the contract, enter into a written
contract with the City, in accordance with the bid as accepted, and give bond with good
and sufficient surety or sureties, as may be required for the faithful performance and
proper fulfillment of such contract,

- (b) in the event of the withdrawal of said bid or proposal within the period specified, or the
failure to enter into such contract and give such bond within the time specified, if the
Principal shall pay the City the difference between the amount specified in said bid or
proposal and the amount for which the City may procure the required work and/or
supplies, if the latter amount be in excess of the former, the above obligation shall be
void and of no effect, otherwise to remain in full force and effect.

BID BOND

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this 6th day of July, A.D., 2009, 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

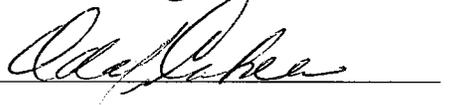
(If Sole Ownership or Partnership,
Two (2) Witnesses Required.
If Corporation, Secretary Only
Will attest and affix seal)

(1) _____

(2) _____

WITNESS:

(1)  _____

(2)  _____

PRINCIPAL

Bejar Construction, Inc.
Name of Firm

Signature of Authorized Officer (SEAL)

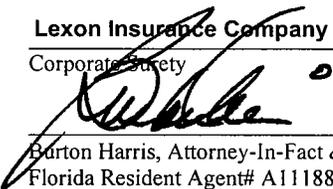
Benny Bejar, President
Title

6326 S.W. 191 Avenue
Business Address

Pembroke Pines, FL 33332
City, State

SURETY:

Lexon Insurance Company
Corporate Surety

 (SEAL)
Burton Harris, Attorney-In-Fact &
Florida Resident Agent# A111883

256 Jackson Meadows Drive
Business Address

Hermitage, TN 37076
City, State

Security Bond Associates, Inc.
Name of Local Agency

POWER OF ATTORNEY

LX - 55724

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Burton Harris, Christine Harris, Marina Ramil *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

OFFICIAL SEAL MAUREEN K. AYE Notary Public, State of Illinois My Commission Expires 09/21/09

[Signature] Maureen K. Aye Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 6th Day of July, 2009.



[Signature] Donald D. Buchanan Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.