

ORIGINAL

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CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5103, Fax: 305-460-5126

SECTION 5

Invitation for Bid (IFB) No 2009.01.20

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 Bidder 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.

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SECTION 6

Invitation for Bid (IFB) No 2009.01.20

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. 1 Date Feb. 2, 2009 Initials JD

Addendum No. 2 Date Feb. 19, 2009 Initials JD

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: GMT Contracting, Inc.

Address: 2931 SW 108th Way, 1

City/State/Zip: David, FL 33329

Telephone No./Fax No.: 954-445-6732 Fax 954-916-2396

Social Security or Federal I.D. No.: 65-1147920

Officer signing Bids: JD 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 _____

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: 305-460-5103, Fax: 305-460-5126

SECTION 7

Invitation for Bid (IFB) No 2009.01.20

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: _____

CONTACT NAME / TITLE: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

TELEPHONE _____ FACSIMILE _____ EMAIL: _____

BID PRICING SCHEDULE

CITY OF CORAL GABLES OLD CULTER ROAD FORCE MAIN REPLACEMENT PHASE III PUBLIC WORKS DEPARTMENT DPW CONTRACT No. 08-06

The work to be performed under this Contract shall consist of furnishing all equipment materials, supplies, and manufactured articles, for furnishing all transportation and services, including fuel, power water and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

Item No.	Quantity	Description	Unit Price	Total
1	2,640 Linear Feet	For selling, delivering and installing all necessary 16-inch C905 PVC pipe, restrained mechanical joint fittings, sewage combination air valves with manholes and covers, plug valves with valve boxes, and all appurtenances, the price per linear foot of: Dollars and _____ Cents (\$_____) \$_____		
2	1,740 Linear Feet	For selling, delivering and installing all necessary 12-inch C900 PVC pipe, restrained mechanical joint fittings, sewage combination air valves with manholes and covers, plug valves with valve boxes, and all appurtenances, the price per linear foot of: Dollars and _____ Cents (\$_____) \$_____		
3	4,380 Linear Feet	For complying with the State of Florida Trench Safety Act for Items 1 and 2, the price per linear foot of: Dollars and _____ Cents (\$_____) \$_____		
4	2,600 sq. yds.	For furnishing all labor, material and equipment for constructing lime rock base for Type A permanent paving repairs over trench, the price per square yard of: Dollars and (\$_____) \$_____		

Item No.	Quantity	Description	Unit Price	Total	
		Cents			
5	2,600 sq. yds.	For furnishing all labor, material and equipment for constructing asphaltic concrete surface course for Type A permanent paving repairs, the price per square yard of:	Dollars and		
			Cents	(\$ _____)	\$ _____
6	6,300 sq. yds.	For all material, labor and equipment for milling of 1-inch asphaltic concrete surface course for permanent paving repairs, the price per square yard of:	Dollars and		
			Cents	(\$ _____)	\$ _____
7	6,300 sq. yds.	For furnishing all material, labor and equipment for constructing Type B permanent paving asphalt wearing surface overlay, including replacement of pavement marking temporary and/or permanent, the price per square yard of:	Dollars and		
			Cents	(\$ _____)	\$ _____
8	Aggregate Sum	For furnishing materials, labor and equipment for traffic maintenance and control as required by Miami Dade County Public Works, the aggregate sum price of:	Dollars and		
			Cents	(\$ _____)	\$ _____
9	Aggregate Sum	For obtaining and providing the services of uniformed police officers as needed or as directed by the ENGINEER and Miami Dade County Public Works, the aggregate sum price of:	Dollars and		
		<u>Seventy Five Thousand</u> -----	Cents		
		<u>Zero</u> -----	Cents	\$ 75,000.00	
10	Allowance Account	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer, the sum of:	Dollars and		
		<u>Fifty Thousand</u> -----	Cents		
		<u>Zero</u> -----	Cents	\$ 50,000.00	

CONTINGENT ITEMS

Item No.	Quantity	Description	Unit Price	Total
11	1 each (Cont. Item)	For furnishing, delivering and installing 16-inch DIP restrained mechanical joint 90 degree bend, complete, the price each of:	Dollars and Cents	(\$ _____) \$ _____
12	1 each (Cont. Item)	For furnishing, delivering and installing 16-inch DIP restrained mechanical joint 45 degree bend, complete, the price each of:	Dollars and Cents	(\$ _____) \$ _____
13	1 each (Cont. Item)	For furnishing, delivering and installing 16-inch DIP restrained mechanical joint 22.5 degree bend, complete, the price each of:	Dollars and Cents	(\$ _____) \$ _____
14	1 each (Cont. Item)	For furnishing and installing 16-inch diameter plug valve, complete with valve box, extension shaft and combination centering identification plate, the price each of:	Dollars and Cents	(\$ _____) \$ _____
15	1 each (Cont. Item)	For furnishing, delivering and installing 16-inch restrained mechanical joint 11.25 degree bend, complete, the price each of:	Dollars and Cents	(\$ _____) \$ _____
16	1 each (Cont. Item)	For furnishing, delivering and installing 12-inch DIP restrained mechanical joint 90 degree vend, complete, the price each of:	Dollars and Cents	(\$ _____) \$ _____
17	1 each (Cont. Item)	For furnishing, delivering and installing 12-inch DIP restrained mechanical joint 45 degree bend, complete, the price each of:	Dollars and Cents	(\$ _____) \$ _____

Item No.	Quantity	Description	Unit Price	Total
18	1 each (Cont. Item)	For furnishing, delivering and installing 12-inch DIP restrained mechanical joint 22.5 degree bend complete, the price each of:	Dollars and _____	Cents (\$ _____) \$ _____
19	1 each (Cont. Item)	For furnishing, delivering and installing 12-inch restrained mechanical joint 11.25 degree bend complete, the price each of:	Dollars and _____	Cents (\$ _____) \$ _____
20	1 each (Cont. Item)	For furnishing and installing 12-inch diameter plug valve, complete with valve box, extension shaft and combination centering identification plate, the price each of:	Dollars and _____	Cents (\$ _____) \$ _____
21	1 each (Cont. Item)	For furnishing and installing sewage combination air valve assemblies with attachments, including precast concrete structure, manhole and cover complete, the price each of:	Dollars and _____	Cents (\$ _____) \$ _____
22	1,600 Linear feet (Cont. Item)	For installing trench overcut for any size pipe, in one-foot depth increments, the price per linear foot of:	Dollars and _____	Cents (\$ _____) \$ _____
23	1,600 sq. ft. (Cont. Item)	For providing all labor, materials and equipment for installing special shoring required for Items 1 and 2 and other excavations, the price per square foot of:	Dollars and _____	Cents (\$ _____) \$ _____
24	400 sq. ft. (Cont. Item)	For sheeting and shoring left in place as ordered by the Engineer, the per square foot of:	Dollars and _____	Cents (\$ _____) \$ _____

Item		Description	Unit Price	Total
No.	Quantity			
25	Aggregate Sum (Cont. Item)	Additive / Deduct for the use of flowable fill in lieu of the back fill and compaction of suitable back fill material and lime rock, the aggregate sum of :	Dollars and _____	Cents _____ \$ _____
26	Total Bid Amount	The sum of total items 1 through 25 inclusive:	Dollars and _____	Cents _____ \$ _____

The low bidder will be determined on the basis of the Total Bid Amount on Item 26

The quantities shown are an estimate and are only for the purpose of facilitating the uniform comparison of bids submitted. The City does not guarantee that any specific quantities or item(s) will be utilized. The quantities of any item may be increased, decreased or any item deleted as need occurs. Payment of work performed will be based on the actual quantities completed at each site the Contractor works on.

The Contract will be awarded based on the Total Bid Amount. The City reserves the right to award or reject any or all bids.

The bidder understands and agrees that the above Total Bid Amount is inclusive of all work materials necessary to complete the Project as described in the Invitation for Bids.

AWARD OF CONTRACT AND TIME OF COMPLETION

The contract, if awarded, shall be to the lowest responsive bidder, and most responsible bidder whose bid conforming to the specifications is the most advantageous to the City, considering prices bid, the experience, the qualifications of the bidder, and the bidders' current and immediately available resources. Bid must comply with the requirements necessary to render it formal.

The WORK will be substantially completed within **120 calendar days** from the commencement date stated in the Notice to Proceed. The WORK will be entirely complete within 135 successive days from the commencement date stated in the Notice to Proceed.

We/I, the undersigned, do hereby state that we/I have read and understood the Standard Details.

SIGNED: _____ **TITLE:** _____

Please type or Print Name:

COMPANY: _____ **DATE:** _____

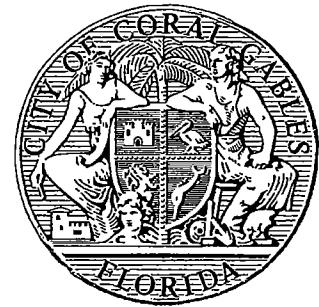
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

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

Maria A. Jimenez, Interim City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



IFB No. 2009.01.20

**OLD CUTLER FORCE MAIN
REPLACEMENT PHASE III**

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

Prepared by: Margie Gomez
Telephone: 305-460-5103 / Facsimile: 305-460-5126
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: GMI Contracting, Inc

CONTACT NAME: Chris Jacobsen

TITLE: Contract Administrator

ADDRESS: 2931 SW 108th Way
Davis, FL 33328

TELEPHONE 954-445-6732 FACSIMILE 954-916-2384

EMAIL: CREESH @ AOL.COM

FEDERAL EMPLOYER ID NO: 65-1147820

MARK ONE: CORPORATION PARTNERSHIP INDIVIDUAL OTHER

List all current licenses held and provide copies

(a) STATE OF FLORIDA CUC 1223691

(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 or fictitious name in which business is transacted and the address of the place of business.

Proposers Name: GMI Contracting, Inc.

The address of the principal place of business is: 2931 SW 108th Way

Davis, FL 33328

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

a. Date of Incorporation: OCT 2001

b. State of Incorporation: Florida

c. President's: John A. Galgano

d. Vice President's: _____

e. Secretary: Teresa Iacobelli

f. Treasurer: Anthony Melo

g. Name and address of Resident Agent: Chris Iacobelli
2931 Saw 109th Way
Davis FL 33320

Telephone: 954 445-6732 Facsimile: 954-916-2396
Email: CFEESH@AOL.COM

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:

N/A

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

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

7 yrs

a. Under what other former names has organization operated?

N/A

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.

N/A

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.

W

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.)

Phil Pierson Water + Wastewater Services 954-790-9340
Broward County (name) (address) (phone number)

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

Project Manager Name: Chris Jacobslii

Title: Contract Administrator

Telephone: 954-445-6732 Facsimile: 954-916-2396

Email address: CFEESH @ AOL . com

Provide the following information regarding your Insurance Requirements:

a. Name of Insurance Carrier: _____

b. Type of Coverage: _____ *See Attached*

c. Limits of Liability: _____ *Certificate*

d. Coverage/Policy Dates: _____

e. Name of Insurance Agent(s): _____

f. Agent(s) telephone including area code: _____

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**

DATE OF JOB

DESCRIPTION OF JOB

See Attached

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:**

Sig Atwell

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

Signed: *CH* Title: Contract Admin

Type Name: Chris Iacobelli

Company: GMI Contracting, Inc.

Date: 3/11/09

[Signature]
Signature of Company Owner

STATE OF Florida

COUNTY OF Broward

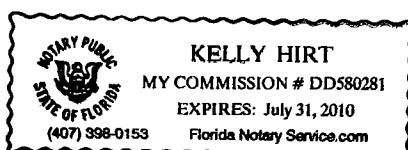
PERSONALLY APPEARED BEFORE ME, the undersigned authority John Galano
(Name of individual signing)

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

11 date of March, 20 09

Commission expires:

Kelly Hirt
Notary Public



**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 John A. Galgano / President
[print individual's name and title]

for GMI Contracting, Inc
[print name of entity submitting sworn statement]

Whose business address is:

2931 SW 108th Way
Davis, FL 33328

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1147820

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 proposals on contracts for the provision of goods or

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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 11 day of March, 20 09

Personally known ✓

OR Produced identification _____

(Type of identification)

Kelly Hirt
Notary Public - State of Florida



(Printed, typed, or stamped commissioned name of notary public)

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.*

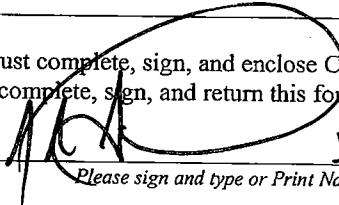
a. *Imposition.* A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) and any other solicitation when advertised. At the time of imposition of the cone of silence, the city manager shall provide public notice of the cone 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:

 John Colgaro

Please sign and type or Print Name:

TITLE:

President

COMPANY: GMT Contracting, Inc. DATE: 3/11/09

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.

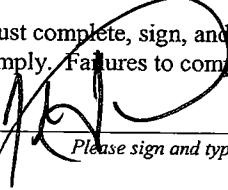
Additionally, no commission member shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any persons or entities which would be or might be directly or indirectly affected by any action of the city commission: (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:  John Galgano TITLE: President

Please sign and type or Print Name:

COMPANY: GMT Contracting, Inc. DATE: 3/11/09

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 protester.
- (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 protester 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 protester 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. Failure to complete, sign, and return this form may disqualify your response.

SIGNED:

[Signature] *[Signature]* *[Signature]*
Please sign and type or Print Name:

John Gallegos Title: President

COMPANY: *GMC Contracting, Inc.* DATE: *3/11/09*

**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 John A. Galgano / President
(print individual's name and title)

for GMI Contracting, Inc
(print name of entity submitting sworn statement)

whose business address is: 2931 SW 103rd Way
David, FL 33320

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1147820
(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 II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

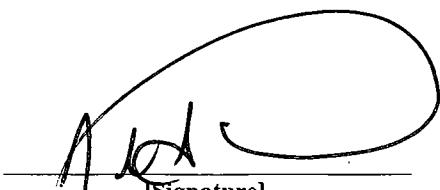
The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

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

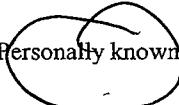
The Rehabilitation Act of 1973, 229 U.S.C. Section 794

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 11 day of March, 2009

Personally known 

John Galgano

or produced identification:

[Type of Identification]

Notary Public, State of Florida

My Commission Expires July 31, 2010



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

CERTIFIED RESOLUTION

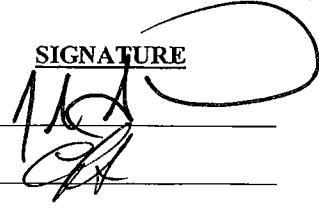
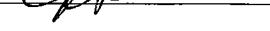
I, Teresa Iacobelli, duly elected Secretary of EMT Contracting, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting held in accordance with law and the by-laws of said corporation.

IT IS HEREBY RESOLVED that John A. Galgaro (insert name), the duly elected President (insert title of officer) of EMT Contracting, 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>John A. Galgaro</u>	<u>President</u>	
<u>Chris Iacobelli</u>	<u>Contract Administrator</u>	

Given under my hand and the Seal of said corporation this _____ day of _____, 20 _____

(SEAL)

By: Teresa Iacobelli, Secretary

EMT Contracting, 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

By: _____
(Signature)

Witness

(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 Offeror 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 Subscripte
(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 Offeror hereto has executed this Proposal Form this 12 day of March, 2009.

GMI Contracting, Inc.
Print Name of Corporation

Florida
Print State of Incorporation

(CORPORATE SEAL)

By: John A. Galgano
Signature of President/other Authorized Officer

John A. Galgano
Print Name of President/other Authorized Officer

ATTEST:

By: Teresa Jacobelli
Secretary

2931 SW 109th Way
Address of Corporation

Davis, FL 33328
City/State/Zip

954-445-6732
Business Telephone Number

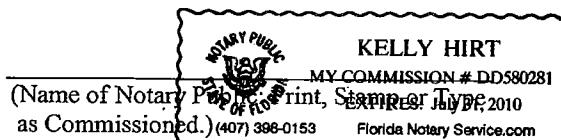
On this 11 day of March, 2009 before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by

John Galgano President
(Name of Corporate Officer(s) and Title(s))

of GMI Contracting, Inc. FL on behalf of the Corporation.
(Name of Corporation and State of Place of Incorporation)

WITNESS my hand
and official seal

Kelly Hirt
NOTARY PUBLIC, STATE OF FLORIDA



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 individual(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)
County of Broward))ss.

John Ongano being first duly sworn,
deposes
and says that:

(1) Affiant is the Owner / President (Owner, Partner, Officer, Representative or Agent) of GMT Contracting, Inc. 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 any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other 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;

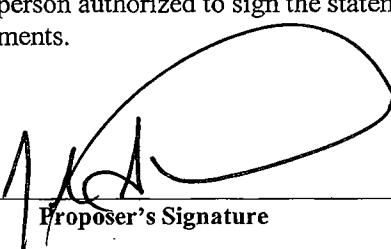
(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

DRUG-FREE WORK PLACE FORM

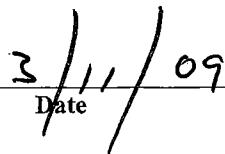
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that GML Contracting, Inc
(Name of Business)

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.



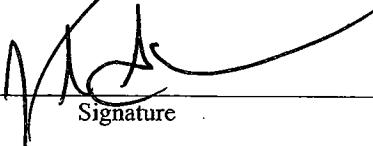
Proposer's Signature



3/11/09

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 AWARDING 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.

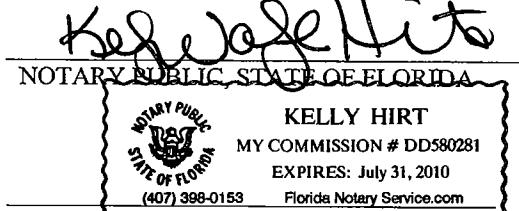

Signature

State of Florida

County of Brevard

On this the 11 day of March, 2009 before me, the undersigned Notary Public of the State of Florida, personally appeared John Galgano 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)

ISSUE: Describe specific issue on which you will lobby: (Separate Application and Fee is required for each specific issue)

ISSUE FEE: You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on a specific issue.

ADDITIONAL CLIENTS: You are required to fill out an additional Application for each additional Client represented on this issue, and attach to this Application.

I _____ hereby swear or affirm under penalty of perjury that all the facts contained in this Application are true and that I am aware that these requirements are in compliance with the provisions of Dade County Code Sec, 2-11.1(s) governing Lobbying.

Date: _____ / _____ / _____ Signature of Lobbyist

\$125.00 Appearance Fee Paid: Received by

Fees Waived for Not for Profit Organization (documentary proof attached)

Additional Client Application Attached:

**CITY OF CORAL GABLES
LOBBYIST
BIEENNIAL 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) _____

EXHIBIT F

BIDDER GMT Contracting, Inc.

CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5103, Fax: 305-460-5126

SECTION 7

Invitation for Bid (IFB) No 2009.01.20

7.0R: REVISED 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.

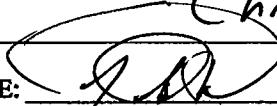
BIDDERS NAME:

GMT Contracting, Inc.

CONTACT NAME / TITLE:

Chris Iacobelli / John Galsano

SIGNATURE:



DATE: 3/11/09

ADDRESS:

2931 SW 109 Way

Davis FL 33320

954 954

TELEPHONE 445-6732 FACSIMILE 916-2396 EMAIL: CRECSH@AOL.COM

EXHIBIT F

BIDDER _____

GMI Contracting, Inc.
2931 SW 108 Way
Davis, FL 33328

REVISED BID PRICING SCHEDULE

OLD CULTER ROAD FORCE MAIN REPLACEMENT PHASE III

CITY OF CORAL GABLES

PUBLIC WORKS DEPARTMENT

DPW CONTRACT No. 08-06

The work to be performed under this Contract shall consist of furnishing all equipment materials, supplies, and manufactured articles, for furnishing all transportation and services, including fuel, power water and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

Item	No.	Quantity	Description	Unit Price	Total
1	2,640	Linear Feet	For selling, delivering and installing all necessary 16-inch C905 PVC pipe, restrained mechanical joint fittings, sewage combination air valves with manholes and covers, plug valves with valve boxes, and all appurtenances, the price per linear foot of: <u>Fifty</u> <u>90</u> <u>Fourty Eight</u> <u>00</u> Dollars and <u>Zero</u> <u>00</u> Cents	<u>50.00</u> <u>\$48.00</u>	<u>\$132,000.00</u> <u>\$126,720.00</u>
2	1,740	Linear Feet	For selling, delivering and installing all necessary 12-inch C900 PVC pipe, including 6-inch C900 PVC lateral pipe and fittings located at approximately Station 42+36 as shown on the Plans, restrained mechanical joint fittings, sewage combination air valves with manholes and covers, plug valves with valve boxes, and all appurtenances, the price per linear foot of: <u>Forty Nine</u> <u>00</u> Dollars and <u>Zero</u> <u>00</u> Cents	<u>49.00</u> <u>\$49.00</u>	<u>\$85,260.00</u> <u>\$80,040.00</u>
3	4,380	Linear Feet	For complying with the State of Florida Trench Safety Act for Items 1 and 2, the price per linear foot of: <u>One</u> <u>30</u> Dollars and <u>Thirty</u> <u>00</u> Cents	<u>1.30</u>	<u>\$5,694.00</u>

EXHIBIT F

BIDDER

Contracting, Inc.
2931 SW 108 Way
Davis, FL 33328

Item No.	Quantity	Description	Unit Price	Total
4	2,600 sq. yds.	For furnishing all labor, material and equipment for constructing lime rock base for Type A permanent paving repairs over trench, the price per square yard of: <u>Thirteen</u> Dollars and <u>Forty</u> Cents (\$ <u>13.40</u>) \$ <u>34840.</u>		
5	2,600 sq. yds.	For furnishing all labor, material and equipment for constructing asphaltic concrete surface course for Type A permanent paving repairs, the price per square yard of: <u>Fifteen</u> Dollars and <u>Zero</u> Cents (\$ <u>15.00</u>) \$ <u>39000.</u>		
6	6,300 sq. yds.	For all material, labor and equipment for milling of 1-inch asphaltic concrete surface course for permanent paving repairs, the price per square yard of: <u>Two</u> Dollars and <u>Thirty five</u> Cents (\$ <u>2.35</u>) \$ <u>14805.</u>		
7	6,300 sq. yds.	For furnishing all material, labor and equipment for constructing Type B permanent paving asphalt wearing surface overlay, including replacement of pavement marking temporary and/or permanent, the price per square yard of: <u>Ten</u> Dollars and <u>fifty</u> Cents (\$ <u>10.50</u>) \$ <u>66150.</u>		
8	Aggregate Sum	For furnishing materials, labor and equipment for traffic maintenance and control as required by Miami Dade County Public Works, the aggregate sum price of: <u>Thirteen Thousand, five Hundred</u> Dollars and <u>Zero</u> Cents \$ <u>13,500.</u>		

EXHIBIT F

BIDDER

GMI Contracting, Inc.
 GMI Contracting, Inc.
 2931 SW 108 Way
 Davis, FL 33328

Item	No.	Quantity	Description	Unit Price	Total
9	Aggregate Sum		For obtaining and providing the services of uniformed police officers as needed or as directed by the ENGINEER and Miami Dade County Public Works, the aggregate sum price of: <u>Seventy Five Thousand</u> Dollars an <u>Zero</u> Cents		\$ 75,000.00
10	Allowance Account		For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer, the sum of: <u>Fifty Thousand</u> Dollars and <u>Zero</u> Cents		\$ 50,000.00

CONTINGENT ITEMS

11	1 each (Cont. Item)	For furnishing, delivering and installing 16-inch DIP restrained mechanical joint 90 degree bend, complete, the price each of: <u>One Thousand, Seven Hundred & five</u> Dollars and <u>750</u> Cents	(\$ 1705.)	\$ 1705.
12	1 each (Cont. Item)	For furnishing, delivering and installing 16-inch DIP restrained mechanical joint 45 degree bend, complete, the price each of: <u>One Thousand, Five Hundred & Thirty</u> Dollars and <u>750</u> Cents	(\$ 1530.)	\$ 1530.
13	1 each (Cont. Item)	For furnishing, delivering and installing 16-inch DIP restrained mechanical joint 22.5 degree bend, complete, the price each of: <u>One Thousand, Five Hundred & Thirty</u> Dollars and <u>750</u> Cents	(\$ 1530.)	\$ 1530.

GW Contracting, Inc.
RUM C
1931 2931 SW 108 Way
Davis, FL 33328

Item No.	Quantity	Description	Unit Price	Total
14	1 each (Cont. Item)	For furnishing and installing 16-inch diameter plug valve, complete with valve box, extension shaft and combination centering identification plate, the price each of: <u>five Thousand, Six Hundred & Fifty</u> Dollars and _____ s <u>Zero</u> Cents	<u>(\$5650.00)</u>	<u>\$5650.00</u>
15	1 each (Cont. Item)	For furnishing, delivering and installing 16-inch restrained mechanical joint 11.25 degree bend, complete, the price each of: <u>One Thousand, Five Hundred & Thirty</u> Dollars and _____ s <u>Zero</u> Cents	<u>(\$1530.00)</u>	<u>\$1530.00</u>
16	1 each (Cont. Item)	For furnishing, delivering and installing 12-inch DIP restrained mechanical joint 90 degree vend, complete, the price each of: <u>Seven Hundred & Ninety Five</u> Dollars and _____ s <u>Zero</u> Cents	<u>(\$795.00)</u>	<u>\$795.00</u>
17	1 each (Cont. Item)	For furnishing, delivering and installing 12-inch DIP restrained mechanical joint 45 degree bend, complete, the price each of: <u>Seven Hundred & Twenty</u> Dollars and _____ s <u>Zero</u> Cents	<u>(\$720.00)</u>	<u>\$720.00</u>
18	1 each (Cont. Item)	For furnishing, delivering and installing 12-inch DIP restrained mechanical joint 22.5 degree bend complete, the price each of: <u>Seven Hundred & Eighty Five</u> Dollars and _____ s <u>Zero</u> Cents	<u>(\$785.00)</u>	<u>\$785.00</u>
19	1 each (Cont. Item)	For furnishing, delivering and installing 12-inch restrained mechanical joint 11.25 degree bend complete, the price each of: <u>Seven Hundred & Eighty Five</u> Dollars and _____ s <u>Zero</u> Cents	<u>(\$785.00)</u>	<u>\$785.00</u>

EXHIBIT F

BIDDER

GMI Contracting, Inc.
 2931 SW 108 Way
 Davis, FL 33328

Item	No.	Quantity	Description	Unit Price	Total
20	1 each (Cont. Item)		For furnishing and installing 12-inch diameter plug valve, complete with valve box, extension shaft and combination centering identification plate, the price each of: <i>Three Thousand, Three</i>		
			<i>Hundred & Forty</i>	Dollars and	
			<i>Zero</i>	Cents	<i>(\$3340.00)</i> <i>\$3340.00</i>
21	1 each (Cont. Item)		For furnishing and installing sewage combination air valve assemblies with attachments, including precast concrete structure, manhole and cover complete, the price each of: <i>Three Thousand</i>		
			<i>Four Hundred & Twenty</i>	Dollars and	
			<i>Zero</i>	Cents	<i>(\$3420.00)</i> <i>\$3420.00</i>
22	1,600 Linear feet (Cont. Item)		For installing trench overcut for any size pipe, in one-foot depth increments, the price per linear foot of:		
			<i>Three</i>	Dollars and	
			<i>Fifteen</i>	Cents	<i>(\$3.15)</i> <i>\$5040.00</i>
23	1,600 sq. ft. (Cont. Item)		For providing all labor, materials and equipment for installing special shoring required for Items 1 and 2 and other excavations, the price per square foot of:		
			<i>Five</i>	Dollars and	
			<i>Twenty</i>	Cents	<i>(\$5.20)</i> <i>\$8320.00</i>
24	400 sq. ft. (Cont. Item)		For sheeting and shoring left in place as ordered by the Engineer, the per square foot of:		
			<i>Nineteen</i>	Dollars and	
			<i>Eighty</i>	Cents	<i>(\$19.80)</i> <i>\$7920.00</i>

Item	No.	Quantity	Description	Unit Price	Total
25	<i>Aggregate Sum (Cont. Item)</i>		<i>Additive / Deduct for the use of flowable fill in lieu of the back fill and compaction of suitable back fill material and lime rock, the aggregate sum of :</i>		
			<i>fifty Thousand</i>	<i>Dollars and</i>	<i>\$50000.</i>
			<i>Zero</i>	<i>Cents</i>	
26	<i>Total Bid Amount</i>		<i>The sum of total items 1 through 25 inclusive: One Six Hundred + Nine Thousand, Three Hundred + Nineteen</i>	<i>Dollars and</i>	<i>\$609,319.00</i>
			<i>Zero</i>	<i>Cents</i>	<i>\$590,619.00</i>

The low bidder will be determined on the basis of the Total Bid Amount on Item 26

The quantities shown are an estimate and are only for the purpose of facilitating the uniform comparison of bids submitted. The City does not guarantee that any specific quantities or item(s) will be utilized. The quantities of any item may be increased, decreased or any item deleted as need occurs. Payment of work performed will be based on the actual quantities completed at each site the Contractor works on.

The Contract will be awarded based on the Total Bid Amount. The City reserves the right to award or reject any or all bids.

The bidder understands and agrees that the above Total Bid Amount is inclusive of all work materials necessary to complete the Project as described in the Invitation for Bids.

AWARD OF CONTRACT AND TIME OF COMPLETION

The contract, if awarded, shall be to the lowest responsive bidder, and most responsible bidder whose bid conforming to the specifications is the most advantageous to the City, considering prices bid, the experience, the qualifications of the bidder, and the bidders' current and immediately available resources. Bid must comply with the requirements necessary to render it formal.

The WORK shall be entirely complete within 135 successive days from the commencement date stated in the Notice to Proceed.

INVITATION TO BID



IFB # 2009.01.20

Old Cutler Force Main Replacement Phase III

ADDENDUM No. 1

Issued Date: February 2, 2009

NOTE TO REMOVE AND REPLACE

Please remove and replace the page titled BID BOND Pg #2 in Attachment B Construction Forms section.

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

**OLD CUTLER FORCE MAIN REPLACEMENT PHASE III
CORAL GABLES, FLORIDA, IFB 2009.01.20**

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

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

KNOWN ALL MEN BY THESE PRESENTS, That we ~~xxx~~
as Principal, and First Sealord Surety, Inc., as Surety, are

Five Percent of Bid held and firmly bonded unto the City of Coral Gables as Owner in the penal sum of
Dollars (\$ 5% of Bid), 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
Sealed and dated February 26th, 2009, for

OLD CUTLER FORCE MAIN REPLACEMENT PHASE III CORAL GABLES, FLORIDA, IFB 2009.01.20

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,

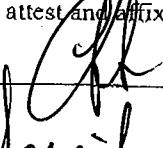
- (a) If the Principal shall not withdraw said bid within thirty (30) days after date of opening of the same, and shall within ten (10) days after written notice being given by the City Manager or his designee, of the award of the contract, enter into a written contract with the City, in accordance with 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 WHEREOF, the above bounded parties have executed this instrument under their several seals this 26th day of February, 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).

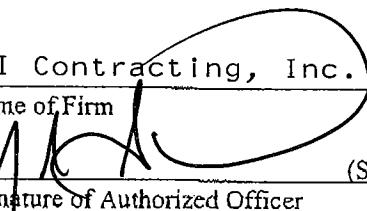
(1) 

(2) 

PRINCIPAL

GMI Contracting, Inc.

Name of Firm


(SEAL)

Signature of Authorized Officer

President

Title

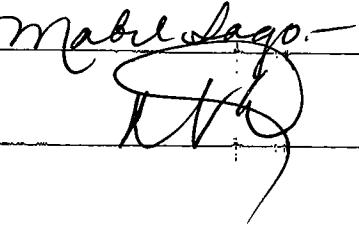
2931 S.W. 108th Way

Business Address

Davie, FL 33328

City, State

WITNESS:

(1) 

(2) 

SURETY:

First Sealord Surety, Inc.

Corporate Surety


(SEAL)

Attorney-In-Fact Joseph P. Nielson

789 E. Lancaster Avenue, Suite 200

Business Address

Villanova, PA 19085

City, State

Nielson, Alter & Associates

Name of Local Agency

First Sealord Surety, Inc.

Power No: MIA-0137-09-00422

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson, Charles D. Nielson, Warren M. Alter, Joseph P. Nielson, Peter A. Thomson, Ronald C. Opferman and/or Richard M. Butin all of Miami Lakes, Florida

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

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

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

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

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

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

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



Attest:

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

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



- Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notary Seal Anthony T. Stewart, Notary Public Lower Merion Twp., Montgomery County My Commission Expires Aug. 5, 2010
--

Member, Pennsylvania Association of Notaries

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

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

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 26 day of February, 2009

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 09-1227), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

Gary L. Bragg, Secretary

Memo

To: Prospective Bidders
From: Margie Gomez
CC: Danny Benedit
Date: 2/19/2009
Re: Addendum No. 2 – IFB 2009.01.20 Old Cutler Force Main Phase III

Enclosed is Addendum No. 2 for the Old Cutler Force Main Phase III; a reminder to please acknowledge receipt of Addendum Nos. 1 and 2 and their respective issuance date in Section 6 of your bid package (Pg. 107 of 114).

The Schedule of Events (Exhibit G) has been extended as follows:

Written Questions Deadline	5:00 p.m. March 3, 2009
City's Response Deadline	5:00 p.m. March 5, 2009

Be advised that you are to submit your bids no later than **2:00 pm Thursday, March 12, 2009** to the Procurement Office at 2800 SW 72 Ave. Miami, FL. It would be very helpful to get through all the packages quickly if the original bid package had the Addendum Page, Bid Bond Section and the Bid Price flagged.

Thanking you in advance and lots of luck.

Attachments

Addendum #2 (Total of 30 Pages)
Additional Plans C-9 and M4 (2 Pages)
Plan Holders List (2 pages)



Old Cutler Force Main Replacement Phase III

ADDENDUM No. 2

Issued Date: February 19, 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 this be awarded based on the evaluation process or a low bid?
A1) It will be awarded to the most responsive responsible and lowest bidder.

Q2) Who is responsible for the costs of the Density tests required on the job?
A2) As per section 1400 Quality Control (Page 33 of 113), Article 1.02 Inspection and Testing, D., the City will be responsible for the density test costs. However, should the density test fail, the contractor shall pay for all re-testing. The specification requirements are presented below:

D. The City will bear the cost of all tests, inspections, or investigations undertaken by the order of the Engineer for the purpose of determining conformance with the Contract Documents if such tests, inspections, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the Engineer as a result of such tests, inspections, or investigations, the Contractor shall bear the full cost of any additional tests and investigations, which are ordered by the Engineer to ascertain subsequent conformance with the Contract Documents.

Q3) Is there any directional drilling?
A3) No, all pipe shall be installed via open-cut method.

Q4) Clarify is it 120 or 135 days (Pg 8-120 calendar days and Pg 114-135 successive days)?
A4) The work shall be entirely complete within 135 successive days from the commencement date stated in the Notice to Proceed.

Q5) What are the work hours that will be permitted for the Contractor to work on Old Cutler Rd?
A5) As per Section 01300 – Submittals, Article 1.03 Construction Progress Schedule,

C. The workday to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the work. Normal City hours are Monday through Friday 7:30am to 6:00pm. Work hours on Old Cutler Road are 9:00 a.m. to 4:00 p.m. or as directed by the Miami-Dade County Public Works Department.

Q6) Who is the governing agency who has jurisdiction on Old Cutler Rd?
A6) As per Section 01010 – Summary of Work, Article 1.05 Construction Permits,

D. Permits obtained by the CITY or his authorized representative, include the following: Department of Environmental Resource Management (DERM) "Construction Permit for Domestic Wastewater Collection/Transmission Systems", and the Miami-Dade County Public Works "Dry Run" only.

Miami-Dade County Public Works has jurisdiction over the roadway.

Q7) Who will need to review the M.O.T. and give approval of the plan?

A7) As noted above in the response to A6, the contractor shall be provided a DRY RUN permit from Miami-Dade County Public Works. It shall be the contractor's responsibility to provide the required M.O.T. plans to the County for approval and pay the associated permit fee.

Q8) What permits, City of Coral Gables, Dade County Public Works, etc..., will be required for this project?

A8) Please refer to A-6, the DERM permit shall be provided to the contractor in conjunction with the Miami-Dade County Public Works Dry Run permit. The contractor shall obtain and pay for the Miami-Dade County Public Works permit. The City will assist the contractor in obtaining the Coral Cables Public Works permit at no charge.

Q9) How should the Contractor factor in the cost of permits? Will the City waive its fees? Will the City pay if a Dade County Public Works permit is required? Or should the Contractor include it in the proposal?

A9) In reference to the permit fees please refer to Section 01010 – Summary of Work, Article 1.05 Construction Permits,

A. The CONTRACTOR shall obtain, keep current and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the CONTRACTOR's operations unless otherwise stated. Record copies of all permits shall be furnished to the ENGINEER. (CITY permits are free of charge, all others are the responsibility of the CONTRACTOR.)

As such, the contractor shall include in his/ her proposal an amount necessary to cover the costs of the Miami-Dade County Public Works permit.

Q10) Does Old Cutler Rd. need to be open to two way traffic at the end of the construction day?

A10) Yes, as noted in the response to A5, work hours on Old Cutler Road limited to 9:00 a.m. to 4:00 p.m., or as directed by the Miami-Dade County Public Works Department. At all other times, two way traffic will be opened to the public.

Q11) When the work is performed at both sides of the bridge, will the Contractor be allowed to close down the roadway, in its entirety?

A11) Yes, as per sheet M-4 of the contract drawings, all tie-in work is to be conducted during periods of low flow at night. It is feasible to shut the road down over night to complete the tie-ins.

Q12) Is there any geo data available that can be forwarded to the Contractor, prior to bid, reflecting the ground conditions one may expect to encounter?

A12) No, there is no additional geotechnical data that can be forwarded to the contractor for review.

Q13) How is the shutdown to be coordinated for the connections at the bridge? At the North & South ends?

A13) The contractor shall coordinate the shutdown of the force main system with the City. Please refer to Section 01010 Summary of Work Article 1.04 and sheet M-4 of the contract drawings for additional information. All tie-ins shall be completed in one night.

Q14) What sequence will the connections be performed? Bridge first, North end or South end first?

A14) All the tie-ins shall be completed in one night. The sequencing is at the discretion of the contractor. However, as per sheet M-4 of the contract drawings, the contractor shall

excavate and expose the existing force main at the tie-in locations and assemble as much of the tie-in piping as possible prior to the shutdown.

Q15) Will the work for the connections be required to be performed at night?
A15) Yes, refer to sheet M-4 of the contract drawings, all tie-ins are to be completed during low flow at night.

Q16) If so, what are the hours of work for the night work?
A16) Working hours at night have typically been from 10:00 pm to 6:00 am

Q17) Can plates be used to cover the trench, prior to roadway restoration? What is the maximum distance allowed by the City of pipe installation before the roadway is restored?
A17) Yes, plates can be used to cover trench prior to roadway restoration. Edges of plating shall be asphalted. Due to the traffic volume, no temporary backfilling will be permitted without plating. 300 linear feet would be maximum distance pipe installation would be permitted without roadway restoration. Plating would be required the entire distance until trench/ roadway is properly restored.

Q18) Will the City provide a staging area or will the Contractor be allowed to stage along the Right of Way?
A18) Staging along the right of way is permissible assuming the material is set back from the edge of pavement and barricades have been installed to prevent vehicular damage.

Q19) Are there any festivals/events (Fairchild Tropical Garden, Matheson Hammock, etc.) that may impact the construction project or delay the project?
A19) Work is to be conducted during weekdays, as such; festivals and events within the local parks should have no impact on the project's progress

Q20) What is the contract duration time?
A20) Please refer to A4, 135 calendar days.

Q21) What are the Liquidated Damages for the project?
A21) \$1,000/ calendar day, please refer to page 99 of 114, Supplementary Conditions, article 3.65 Time of Completion and Liquidated Damages

Q22) What is the Bid Bond %?
A22) 5%, please refer to Page 85 of 114, Section 3 Invitation for Bid, article 3.6 Bid Bond/ Bid Security/ Bid Deposit.

Q23) What is the structure (above ground) on the Southeast side of the bridge?
A23) The above ground structure is an abandon air release valve manhole.

Q24) Will this structure need to be removed & disposed of or will it need to be replaced?
A24) Based on the proposed force main alignment, the manhole appears to be just to the east and should not be in conflict. As such, it appears it can remain.

Note: Please reference Addendum #2 Revision(s) List to ensure you have reviewed all the Exhibits included as they relate to this Addendum.

Addendum #2 Revision(s) List
Old Cutler Force Main Replacement Phase III
IFB 2009.01.20

IFB - SECTION 2

SUMMARY OF WORK - SECTION 01010-1 THRU 01010-8Pg. 12

Replace with Exhibit A – Section 01010-1R Summary of Work (Page 1 thru 9)

Revised Articles 1.02A, 1.02B and 1.04 J

MEASUREMENT AND PAYMENT – SECTION 01025-1 THRU 01025-5.....Pg. 20

Replace with Exhibit B – Section 01025-1R Measurement and Payment (Page 1 thru 5)

Revised Section 1.01 Scope

IFB - SECTION 3

GENERAL CONDITIONS – SECTION 3.5 (c)Pg. 85

Insert Exhibit C – Section 3.5 (d) Financial Statement (Page 1)

SPECIAL CONDITIONS AND REQUIRED PROCEDURES – SECTION 3.34 and 3.58.....Pg. 91

Insert Exhibit D – Section 3.34 Confined Space Entry Permit (Page 1)Pg. 91

– Section 3.58 Environmental Protection, Safety and Storm Water (Page 2).....Pg. 95

SUPPLEMENTARY CONDITIONS – SECTION 3.60 Hours of Work Pg. 99

Replace with Exhibit E – Section 3.60 Insert Scope of Work (Page 1)

IFB - SECTION 7

BID PRICING SCHEDULE – SECTION 7.0.....Pg. 109

Replace with Exhibit F – Section 7.0R *Revised* Bid Pricing (Page 1 thru 7)

Revised:

1.01 Scope

Item No. 2

Added Contingent Item No. 2

Established Bid Item 26

Correct Project Completion Date

Schedule of EventsPg. 3

Replace with Exhibit G – Revised Schedule of Events (Page 1)

EXHIBIT A

2.0: IFB - SECTION 01010R - SUMMARY OF WORK (REVISED)

PART 1 -- GENERAL

1.01 GENERAL

- A. The Work to be performed under this Contract shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the CITY.
- B. Wherever the Contract Documents address a third party, i.e., subContractor, manufacturer, etc., it is to be considered as the CONTRACTOR through the third party.
- C. Wherever a reference to number of days is noted, it shall be construed to mean calendar days.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Contract comprises the installation of approximately 2,640 Linear feet of 16-inch PVC force main and 1,740 linear feet of 12-inch PVC force main, including but not limited to all pipe, fittings, valves and appurtenances necessary for the new segment of force main along Old Cutler Road.
- B. The Work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services and incidentals for the installation of approximately 2,640 linear feet of 16-inch PVC force main and 1,740 linear feet of 12-inch PVC force main along Old Cutler Road including all items listed above as well as all appurtenant work, complete, tested and ready for operation, including temporary utilities and facilities as required, all in conformance with the Contract Documents.
- C. Refer to the cover sheet of the Drawings for the location map.

1.03 CONTRACT METHOD

- A. The Work hereunder will be constructed under a lump sum contract.

1.04 SEQUENCE OF CONSTRUCTION

- A. Following receipt of Notice to Proceed with the work, the CONTRACTOR shall notify the ENGINEER and the CITY at least ten days before he is ready to start actual construction to allow the CITY time to make arrangements for inspection of the work.
- B. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to the operation of the existing facilities. Modifications shall not be made without first obtaining written permission from the CITY/ENGINEER.
- C. Critical events in the sequence of construction are specified herein. The outline sequence of construction does not include all items necessary to complete the work, but is intended to identify the sequence of critical events necessary to minimize disruption to the on-going operation. It shall be understood by the CONTRACTOR that the critical events identified are not all inclusive and that additional items of work not stated may be required. The sequence of construction is a precedence requirement and does not attempt to schedule the CONTRACTOR'S work. It is

intended only to indicate which activities must precede other activities in order to minimize interferences and disruptions.

- D. The existing facilities shall be maintained in an operable condition by the CONTRACTOR during construction (excluded from this requirement are all normal and emergency maintenance functions normally performed by the CITY with the CITY'S staff or by Contract.) All work by the CONTRACTOR that disrupts the normal operations shall be shown on the Construction Schedule and specifically scheduled with the CITY. Schedule notification shall consist of a written notice defining the work to be accomplished, the function that will be interrupted, the duration of the interruption, and the mitigating effort to be performed by the CONTRACTOR to maintain the pumping capacity and system collection capability continuously. The written notice shall be submitted to the ENGINEER 7 days in advance of the proposed work and the ENGINEER will respond to the CONTRACTOR in writing within 3 days of receipt of the notice regarding the acceptability of the proposed plan.
- E. In performing the work in the sequence described hereinafter, all requirements of the Contract Documents shall be strictly followed. **VALVES AND GATES BETWEEN THE EXISTING AND NEW WORK SHALL BE OPERATED BY CITY PERSONNEL. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR'S PERSONNEL OPERATE ANY SUCH GATE OR VALVE WITHOUT PRIOR WRITTEN APPROVAL.**
- F. Temporary installation/connections, may be used where sufficient time is not available to complete a particular aspect of the work. All such subject temporary installations shall be subject to review and acceptance by the ENGINEER.
- G. The CONTRACTOR shall note that some areas of the work require the CONTRACTOR to work on existing pipelines and structures which will require wastewater dewatering. In the case of pipelines, the CONTRACTOR shall be responsible for the proper containment and disposal of wastewater drained from existing pipelines during construction. The CONTRACTOR shall contain such wastewater (in accordance with all applicable codes) and shall dispose of such to an off-site wastewater basin as directed by the ENGINEER. The CONTRACTOR shall be responsible for the prevention of wastewater spills within the realm of his work areas.
- H. Cancellation of Planned Shutdown: A planned shutdown in accordance with the above-described procedures may be canceled by the CITY upon 24-hour notification by the CITY/ENGINEER to the CONTRACTOR. Such cancellation shall be expected due to wet weather or other conditions beyond the control of the CITY, ENGINEER or CONTRACTOR. All efforts shall be taken to check weather forecasts and the like prior to scheduling pump station shutdowns. However, if a cancellation must occur, the CITY shall not be responsible for any additional costs associated with mobilization and demobilization.
- I. The sequence of construction has been divided into steps. The CONTRACTOR is advised that in some instances activities identified in one step will continue through the next step and that certain steps may proceed simultaneously.
- J. The general sequence of construction for the force main replacement shall be as follows, but a detailed Sequence of Construction shall be submitted by the CONTRACTOR before any work is started. The CITY reserves the right to make changes to the sequence as necessary to facilitate the work or to minimize any conflict with operations and other contractors.

Step 1 - Mobilize for work. Set up storage, staging and parking areas. (As approved in writing by the City and paid for by CONTRACTOR if required.) Obtain permits, develop and submit construction schedule and start shop drawing submittal.

Step 2 - Contact utility location service and the CITY prior to commencing work. (See logo on drawings).

Step 3 - Verify locations, elevations, dimensions, type of joints, pipe materials and all other existing conditions, etc., before ordering materials to complete the work in accordance with the Contract Documents. Use exploratory test pits and trenches as necessary to verify field conditions.

Step 4 - Upon approval of shop drawings, order all long lead items so that materials may be delivered in a timely fashion without delays to construction.

Step 5 – The CONTRACTOR shall establish and maintain a management of traffic plan for the duration of the project in accordance with Miami-Dade Public Works Department and City of Coral Gables requirements. Contractor shall use City of Coral Gables police Officers as necessary to enforce M.O.T.

Step 6 – Install 16-inch and 12-inch PVC pipe force main, sewage combination air valves, fittings and plug valves as specified on contract documents.

Step 7 - Clean and pressure test force main.

Step 8 – Prior to performing the interconnection between the old and new 12 / 16-inch force mains, the CONTRACTOR shall contact the CITY's Utilities Superintendent. The Utilities Superintendent shall then coordinate the necessary pump station shut downs and valve closings by CITY personnel.

Step 9 – Upon receiving permission from the Utilities Superintendent, the CONTRACTOR shall perform all required interconnections, one at each end of the replacement segment. All interconnection work will occur at night between the hours of 10:00 p.m. and 5:00 a.m. unless otherwise directed by the CITY.

Step 10 - Miscellaneous work, site restoration, demobilization and related closeout activities shall be in accordance with Section 01700, "Project Closeout".

1.05 CONSTRUCTION PERMITS

- A. The CONTRACTOR shall obtain, keep current and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the CONTRACTOR'S operations unless otherwise stated. Record copies of all permits shall be furnished to the ENGINEER. (CITY permits are free of charge, all others are the responsibility of the CONTRACTOR.)
- B. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the CONTRACTOR'S responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.
- C. It shall be the CONTRACTOR'S responsibility to secure all permits of every description required to initiate and complete the work under this contract, except permits obtained by the CITY.
- D. Permits obtained by the CITY or his authorized representative, include the following: Department of Environmental Resource Management (DERM) "*Construction Permit for Domestic Wastewater Collection/Transmission Systems*", and the Miami-Dade County Public Works "Dry Run" only.
- E. No separate or direct payment will be made to the CONTRACTOR for permits and inspection requirements.
- F. The CONTRACTOR shall furnish to the ENGINEER copies of all permits prior to commencement of work requiring permits.

1.06 ADDITIONAL ENGINEERING SERVICES

- A. In the event that the ENGINEER is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the CONTRACTOR, or changes by the CONTRACTOR in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the ENGINEER is required to examine and evaluate any changes proposed by the CONTRACTOR for the convenience of the CONTRACTOR, then the ENGINEER'S charges in connection with such additional services shall be charged to the CONTRACTOR by the OWNER.
- B. In the event that the ENGINEER is required to provide additional engineering services as a result of CONTRACTOR'S errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the ENGINEER is required to examine and evaluate any changes proposed by the CONTRACTOR solely for the convenience of the CONTRACTOR, then the ENGINEER'S charges in connection with such additional services shall be charged to the CONTRACTOR by the OWNER.

1.07 TIME OF WORK

- A. The normal time of work for this Contract is limited to 40 hours per week and shall be between the hours of 7:30 a.m. and 6:00 p.m., Monday through Friday or as required by Miami Dade County Public Works. The CONTRACTOR may elect to work beyond these hours or on weekends provided that all costs incurred by the OWNER for additional engineering shall be borne by the CONTRACTOR. The OWNER shall deduct the cost of additional engineering costs from monies due the CONTRACTOR. Furthermore, the CONTRACTOR shall obtain written approval for all weekend/night work from the CITY Manager and Miami Dade County Public Works prior to scheduling any such work.
- B. If it shall become imperative to perform work at night, the OWNER and ENGINEER shall be informed a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the CONTRACTOR.
- C. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement or stormy weather. Only such work as will not suffer injury to workmanship or materials will be permitted. CONTRACTOR shall carefully protect his work against damage or injury from the weather.

1.08 FIRE PROTECTION

- A. CONTRACTOR shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur. Burning, if permitted in Division 2, shall be limited to areas approved by the ENGINEER and OWNER and properly controlled by the CONTRACTOR.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the CONTRACTOR shall immediately alert the local Fire Marshal, the ENGINEER, and the OWNER of such tank or device. The CONTRACTOR shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the OWNER of the tank or device to prevent the occurrence of fire or explosion.

1.09 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, disinfectant, or reactant of other classification, must show approval of either the EPA or

USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations.

1.10 FIRST AID FACILITIES AND ACCIDENTS

A. First Aid Facilities

1. The CONTRACTOR shall provide at the site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the work.

B. Accidents

1. The CONTRACTOR shall promptly report, in writing, to the ENGINEER and OWNER all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the OWNER and the ENGINEER.
3. If any claim is made by anyone against the CONTRACTOR or a Sub Contractor on account of any accidents, the CONTRACTOR shall promptly report the facts, in writing to the ENGINEER and OWNER, giving full details of the claim.

1.11 SURVEYS AND LAYOUT

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the ENGINEER. Elevation of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the ENGINEER for interpretation or correction.
- B. All survey work for construction control purposes shall be made by the CONTRACTOR at his expense. The CONTRACTOR shall provide a Licensed Surveyor as Chief of Party, competently qualified persons, all necessary instruments, stakes, and other material to perform the work.
- C. CONTRACTOR shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks and batter boards adjacent to the work. Based upon the information provided by the Contract Drawings, the CONTRACTOR shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines and elevations.
- D. CONTRACTOR shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the CONTRACTOR or resulting from his negligence, the CONTRACTOR shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- E. Existing or new control points, property markers and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the CONTRACTOR and all reference ties recorded therefore shall be furnished to the ENGINEER. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR.

- F. The ENGINEER may check all or any portion of the work and the CONTRACTOR shall afford all necessary assistance to the ENGINEER in carrying out such checks. Any necessary corrections to the work shall be immediately made by the CONTRACTOR. Such checking by the ENGINEER shall not relieve the CONTRACTOR of any responsibilities for the accuracy or completeness of his work.
- G. At completion of the work, the CONTRACTOR shall furnish Record Drawings indicating the final layout of all structures, roads, existing benchmarks, etc. The Record Drawings shall indicate all critical elevations of piping, structures, finish grades, etc.

The CONTRACTOR shall employ a Land Surveyor licensed in the State of Florida and acceptable to the ENGINEER to conduct an as-built survey, documenting the elevations and locations of work. Survey information shall be collected every 100 linear feet along the entire length of the pipe, as well as at each fitting, valve, connection point. At the completion of all work, a signed/sealed complete as-built survey shall be submitted to the ENGINEER.

1.12 ABANDONMENT AND SALVAGE OF EXISTING FACILITIES

- A. The scope of work requires the CONTRACTOR to interface with existing piping which will be abandoned or otherwise removed and/or relocated as part of the work. Prior to beginning any work, associated with existing pipelines to be abandoned, or otherwise removed / relocated, the CONTRACTOR shall inform the ENGINEER of his intent so that all arrangements can be made with the CITY for isolating pipelines (where possible) or otherwise removing existing facilities from service to the extent possible. The CONTRACTOR shall not proceed without written authorization from the CITY.
- B. Pipelines: Unless otherwise indicated in the Contract Documents, all piping shall be abandoned in place. Pipe shown to be abandoned need only be removed a minimum three feet clear of new utilities to be installed. Abandon-in-place shall be defined as installing plugs, or other permanent closure, as reviewed and accepted by the ENGINEER, on all terminations, open ends or ends of pipe designated as being cut, capped and anchored in an acceptable manner. The pipe will remain buried unless otherwise noted.
- C. Piping indicated on the Drawings as being removed, or any piping to be abandoned which interferes with new structures or piping, shall be excavated and removed using methods which will not disturb adjacent piping or other facilities. All pipe materials shall be subject to salvage by the CITY as defined below. Any remaining piping on both ends of pipe segments removed shall be abandoned in-place, per the above definition. After piping has been removed, the CONTRACTOR shall backfill the evacuated area in accordance with requirements set forth in other sections of these specifications.
- D. Salvage: Prior to removal of any existing piping from the site of work, the CONTRACTOR shall ascertain from the ENGINEER whether or not the particular item or items are to be salvaged. Items to be salvaged shall be delivered to a storage area at a location as directed by the CITY. All other items of equipment and materials shall be disposed of off-site by the CONTRACTOR at his expense, in accordance with applicable laws, ordinances and regulations.

1.13 LIMITS OF WORK AREA

- A. The CONTRACTOR shall confine his construction operations within the Contract limits shown on the Drawings and/or property lines and/or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the OWNER, shall be used only with the CITY'S approval. Such storage or temporary structures, even within the Contract's limits, shall be confined to the CITY'S property and shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.

1.14 WEATHER CONDITIONS

- A. No work shall be done when the weather is unsuitable. The CONTRACTOR shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, and wind. The CITY reserves the right, through the opinion of the ENGINEER, to order that additional protection measures over and beyond those proposed by the CONTRACTOR, be taken to safeguard all components of the Project. The CONTRACTOR shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the CITY for damage to the work from weather elements.
- B. The mixing and placing of concrete or pavement courses, and installation of force mains shall be stopped during rainstorms, and all freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose.

1.15 PERIODIC CLEANUP: BASIC SITE RESTORATION

- A. During construction, the CONTRACTOR shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the CONTRACTOR'S yard or base of operations for the Project.
- B. When the work involves installation of force mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the CONTRACTOR shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.
- C. The CONTRACTOR shall perform the cleanup work on a regular basis and as frequently as ordered by the ENGINEER. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the ENGINEER, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- D. Upon failure of the CONTRACTOR to perform periodic cleanup and basic restoration of the site to the ENGINEER'S satisfaction, the OWNER may, upon five (5) days prior written notice to the CONTRACTOR, without prejudice to any other rights or remedies of the CITY, cause such work for which the CONTRACTOR is responsible to be accomplished to the extent deemed necessary by the ENGINEER, and all costs resulting there from shall be charged to the CONTRACTOR and deducted from the amounts of money that may be due to him.

1.16 REHABILITATION

- A. Certain areas of existing structures, piping and the like will be affected by work necessary to complete modifications under this Contract. The CONTRACTOR shall be responsible to rehabilitate those areas affected by its construction activities.
- B. Where new piping is to be connected to existing piping, the existing piping shall be cut square and the ends properly prepared for the connection shown on the drawings. Any damage to the lining

and coating of the existing piping shall be repaired by the CONTRACTOR at no additional cost to the City.

C. **Disposal of Debris:** All debris, materials, piping, and miscellaneous waste products from the work described in this section shall be removed from the project as soon as possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The CONTRACTOR is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.17 CONTRACTOR USE OF PROJECT SITE

A. The CONTRACTOR's use of the project site shall be limited to its construction operations, including on-site storage of materials as approved in writing by the city.

1.18 CITY USE OF THE PROJECT SITE

A. The CONTRACTOR shall cooperate with the CITY to minimize interference with the CONTRACTOR's operations and to facilitate the CITY's operations.

1.19 PROJECT MEETINGS

A. **Preconstruction Conference:** Prior to the commencement of Work at the site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR, its superintendent, and its sub Contractors as appropriate. Other attendees will be:

1. ENGINEER.
2. Representatives of CITY.
3. Governmental representatives as appropriate.
4. Utility representatives.
5. Others as requested by CONTRACTOR, CITY, or ENGINEER.

B. Unless previously submitted to the ENGINEER, the CONTRACTOR shall bring to the conference one copy each of the following:

1. Preliminary schedule.
2. Preliminary Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.

C. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:

1. CONTRACTOR'S tentative schedules.
2. Transmittal, review, and distribution of CONTRACTOR'S submittals.
3. Processing applications for payment.
4. Maintaining record documents.
5. Critical work sequencing.

6. Field decisions and Change Orders.
7. Use of project site, office and storage areas, security, housekeeping, the CITY'S needs.
8. Major equipment deliveries and priorities.

D. The ENGINEER will preside at the preconstruction conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

E. **Progress Meetings:** The ENGINEER will schedule and hold regular on-site progress meetings at least monthly and at other times as requested by ENGINEER. The CITY, CONTRACTOR, ENGINEER, and all sub Contractors active on the site shall be represented at each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other sub Contractors.

F. The ENGINEER will preside at the meetings and provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

1.20 DIMENSIONS AND LOCATIONS OF EXISTING STRUCTURES, PIPING AND UTILITIES

A. Where the dimensions and locations of existing structures, piping and utilities are of critical importance in the installation or connection of new work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials which are dependent on the correctness of such information.

1.22 CONSTRUCTION VIDEO/PHOTOGRAPHS

The CONTRACTOR shall videotape/photograph the entire project site including all concrete and asphalt pavements, curb and gutter, fencing, landscaping to remain, structures to be demolished, and existing structures that are to be modified. The original DVD and photos (4"x6" prints) shall be turned over to the ENGINEER prior to beginning construction activities. The videotape shall be on a DVD and shall clearly identify existing site and structural conditions prior to construction.

Special attention shall be given to driveways, landscape and other features of the residences abutting the project.

- END OF SECTION -
01010-01R thru 01010-8R

EXHIBIT B

SECTION 01025R - MEASUREMENT AND PAYMENT (REVISED) **PART 1 – GENERAL**

1.01 SCOPE

- A.** Payment for all work under this contract shall be made in accordance with the provisions of the general covenants and conditions on the basis of the specific provisions of this section of the specifications. A contract will be awarded for Bid Item No. 26, the total of Items 1 through 25, inclusive. It is intended that all work required to complete this Project will be included in the various bid items described below.

1.02 PAYMENT ITEMS

- A.** The format for Payment Requests shall be as directed by the CITY. This shall include the level of breakdown and grouping of payment items.
- B.** Measurement: Measurement of work for payment will not be made under this contract. All labor, materials and work performed for construction of the facilities shall be included in the aggregate price entered in the Bid for each bid item.
- C.** Item No. 1, for selling, delivering and installing all necessary 16-inch C905 PVC pipe, restrained mechanical joint fittings, sewage combination air valves with manholes and covers, plug valves with valve boxes, and appurtenances for the force main to be paid for at the unit price bid per lineal foot times the number of feet installed and accepted.

Payment shall be full compensation for furnishing all materials and supplies for the force main, and shall include, but not be limited to:

Exploratory and construction excavation; sheeting and shoring if necessary; dewatering the excavation; unloading the PVC pipe, DIP fittings, valves, sewage air combination valves, and manholes from delivery trucks at the job site and placing the pipe and fittings into position in the trench; furnishing and installing all joint materials; restraints supporting and protecting existing utilities along the route of the main; making all connections within the line itself and to existing mains; tapping the main for corporation stops, if necessary; furnishing and installing corporation stops for testing, if necessary; flushing the mains; installing temporary plugs; furnishing all materials and equipment required to clean and test the main; cleaning and testing the main; installing and compacting suitable backfill material including but not limited to pipe bedding/embedment material, if required; transportation and proper disposal of unsuitable backfill material, flowable fill maybe utilized in lieu of backfill and compaction at CONTRACTOR'S expense, if required; temporary paving installation and removal; replacing utilities, catch basins, manholes, trees, shrubs, mail boxes, sidewalks, curbs, gutter, gravel and/or concrete driveways (entire approach), asphalt walks and shoulders, and other similar items to original locations and to equal or better than original conditions; satisfying all requirements of the permits; final cleanup and all other appurtenant and miscellaneous items required for a complete and satisfactory installation.

The number of feet installed and accepted shall be the horizontal projection of the centerline of the permanently installed pipe, including the laying length of valves and fittings along the run, measured to the nearest one-tenth of a foot from P.I. to P.I. of fittings and to the seat of the bell at the end of any particular run.

- D.** Item No. 2, for selling, delivering and installing all necessary 6-inch and 12-inch C900 PVC pipe, restrained mechanical joint fittings, sewage combination air valves with manholes and covers, plug valves with valve boxes, and appurtenances for the force main to be paid for at the unit price bid per lineal foot times the number of feet installed and accepted. After determination of the lowest and most responsive total bid submitted, the prospective contractor shall submit to the CITY as separate compensation, documentation representing full payment for the furnished and installed 6-inch C900 PVC pipe and fittings only. Said payment amount shall then be deducted from the extended cost submitted for Item No. 2. The remaining amount in Item No. 2 will then be used as the basis on which to calculate the payment for furnishing and installing the 12-inch

PVC pipe and fittings.

Payment shall be full compensation for furnishing all materials and supplies for the force main, and shall include, but not be limited to:

Exploratory and construction excavation; sheeting and shoring if necessary; dewatering the excavation; unloading the PVC pipe, DIP fittings, valves, sewage air combination valves, and manholes from delivery trucks at the job site and placing the pipe and fittings into position in the trench; furnishing and installing all joint materials; restraints supporting and protecting existing utilities along the route of the main; making all connections within the line itself and to existing mains; tapping the main for corporation stops, if necessary; furnishing and installing corporation stops for testing, if necessary; flushing the mains; installing temporary plugs; furnishing all materials and equipment required to clean and test the main; cleaning and testing the main; installing and compacting suitable backfill material including but not limited to pipe bedding/embedment material, if required; transportation and proper disposal of unsuitable backfill material, flowable fill maybe utilized in lieu of backfill and compaction at CONTRACTOR'S expense, if required; temporary paving installation and removal; replacing utilities, catch basins, manholes, trees, shrubs, mail boxes, sidewalks, curbs, gutter, gravel and/or concrete driveways (entire approach), asphalt walks and shoulders, and other similar items to original locations and to equal or better than original conditions; satisfying all requirements of the permits; final cleanup and all other appurtenant and miscellaneous items required for a complete and satisfactory installation.

The number of feet installed and accepted shall be the horizontal projection of the centerline of the permanently installed pipe, including the laying length of valves and fittings along the run, measured to the nearest one-tenth of a foot from P.I. to P.I. of fittings and to the seat of the bell at the end of any particular run.

- E. Item No. 3, for complying with the State of Florida Trench Safety Act (TSA) for Items 1 and 2, and other excavations will be paid for at the unit price bid times the number of lineal feet of pipe installed. Payment to the CONTRACTOR under this Item will be by monthly percentage corresponding to the percentage of work completed and paid for under Items 1 and 2.
- F. Item No. 4, for constructing lime rock base for Type A permanent paving repairs will be paid for at the unit price bid times the number of each square yards of such base required and placed as measured along the force main within limits defined by the details on the plans and as directed by the ENGINEER. Greater widths are at the CONTRACTOR's option and expense. The price bid shall be full compensation for furnishing all materials, labor and equipment required for a complete lime rock base installation. Ready to receive the tack coat and surface course. Lime rock base for permanent paved driveway repairs will be paid for under this item.
- G. Item No. 5, for constructing asphaltic concrete surface course Type A permanent paving repairs, will be paid for at the unit price bid times the number of square yards of such surface course required and placed as measured along the main within the limits defined on the Plans. Greater widths are at the CONTRACTOR's option and expense. The price bid shall be full compensation of furnishing all materials, labor and equipment required for complete asphaltic concrete course installation.
- H. Item No. 6, for milling 1-inch of existing asphalt concrete surface, will be paid at unit price bid times the number of square yards of such surface removed. The price per square yard shall be full compensation for pavement removal and shall include, but not limited to, the total cost of mobilization, transportation of equipment, saw-cutting, furnishing all material, labor and equipment, for complete pavement removal and disposal of milled material in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- I. Item No. 7, For constructing Type B permanent pavement repairs (one-inch thick asphaltic wearing surface overlay), will be paid for at the unit price bid times the number of square yards of overlay, measured, accepted and installed where directed by the ENGINEER, including from two feet up to lane width or full pavement width, and as shown on the Plans. The price bid shall be full compensation for furnishing all materials, labor, and equipment required for a complete asphaltic concrete surface course installation, including but not limited to, removal and

replacement of signs, pavement messages and traffic loops, adjusting manhole steel frames and covers, raise and adjust affected valve boxes and replacement of all other miscellaneous items disturbed by paving repairs. Asphaltic concrete surface course for permanent paved driveway repairs (entire approach) will be paid for under this item. Included under this item, will be replacing thermoplastic pavement markings and reflective pavement markers removed or obliterated by the CONTRACTOR's operation, whether in the area of the new pavement or not. Such amount represents the amount the CONTRACTOR feels is necessary to comply with the governing agency's requirements. The price bid shall be full compensation for furnishing all materials, labor, and equipment for a complete installation. Also to be included in this price is the cost for furnishing all of the materials, supplies and labor required to place temporary pavement markings as directed by the ENGINEER. Type B pavement repairs will usually be in addition to the required Type A.

The CONTRACTOR shall submit a cost breakdown, along with his bid, for this item showing separate cost for each incidental item of work covered under this item, including, but not limited to, 1-inch surface overlay, pavement markings, including stripping. RPM's and messages traffic loops, raising manhole frames and/or covers and valve boxes. Total of breakdown will total the unit price bid per square yard for this item.

- J. Item No. 8, for furnishing labor, material and equipment for traffic maintenance and control for the total length of the project, will be paid for from the aggregate sum amount bid by the CONTRACTOR for this purpose. Such amount represents the amount the CONTRACTOR feels is necessary to provide sufficient flagmen, signs, barricades, and similar items and work for directing traffic and maintaining safety, during all times of work and other times as directed by the Miami Dade County Public Works Department. No requests for additional payments will be approved for this item.
- K. Item No. 9, for obtaining and providing the services of uniformed police officers as needed or as directed by the ENGINEER and the Miami Dade County Public Works. Amount paid for this item shall be equal to the invoice amounts provided by the City of Coral Gables Police Department. Any funds in this item not utilized for the explicit use of onsite uniformed police officers shall be returned to the City.
- L. Item No. 10, Allowance Account funds may be used for unforeseen conditions, construction changes, for additional work or materials not covered by other Quotation Items and for quantity adjustment, if ordered by the ENGINEER. Any or all unused portions of the Allowance Account shall be return to the City.
- M. Contingent Item No. 11, for selling and delivering to the CITY all necessary 16-inch I.D. restrained mechanical joint 90 degree bends and appurtenances for the force main will be paid for at the unit price bid per each fitting times the number of fittings installed and accepted, which payment shall be full compensation for furnishing all materials and supplies, and shall include, but not be limited to complete backfill material; fitting(s); concrete, temporary paving material; pipe bedding; transportation and handling cost delivered ditch side; and all other appurtenant and miscellaneous items required for a complete and satisfactory installation each fitting.
- N. Contingent Item No. 12, for selling and delivering to the CITY all necessary 16-inch I.D. restrained mechanical joint 45 degree bends and appurtenances for the force main will be paid for at the unit price bid per each fitting times the number of fittings installed and accepted, which payment shall be full compensation for furnishing all materials and supplies, and shall include, but not be limited to complete backfill material; fitting(s); concrete, temporary paving material; pipe bedding; transportation and handling cost delivered ditch side; and all other appurtenant and miscellaneous items required for a complete and satisfactory installation each fitting.
- O. Contingent Item No. 13, for selling and delivering to the CITY all necessary 16-inch I.D. restrained mechanical joint 22.5 degree bends and appurtenances for the force main will be paid for at the unit price bid per each fitting times the number of fittings installed and accepted, which payment shall be full compensation for furnishing all materials and supplies, and shall include, but not be limited to complete backfill material; fitting(s); concrete, temporary paving material; pipe bedding; transportation and handling cost delivered ditch side; and all other appurtenant and miscellaneous items required for a complete and satisfactory installation each fitting.

W. Contingent Item No. 21, for furnishing and installing sewage combination air valve assemblies, complete as shown in the Plans will be paid for at the unit price bid times the number of assemblies installed. The price bid shall be full compensation for each complete installation, ready for service, and shall include, but not be limited to, all applicable portions of Items 1 and 2, furnishing and installing PVC pipe, including tapping saddle as required; furnishing and installing corporation stops; furnishing and installing ball valve; furnishing and installing automatic air release valve, precast concrete structure, couplings, manhole frame and cover; furnishing and installing brick; placing and compacting backfill; temporary paving; permanent paving outside of the main trench line, if necessary; and all other appurtenant and miscellaneous items and work.

X. Contingent Item No. 22, for trench overcut, will be paid for at the unit price bid per lineal foot, for any size pipe to be installed in the trench, times the number of lineal feet of overcut excavated, times the number of one-foot increments of depth as ordered by the ENGINEER. There shall be no more than six (6) one-foot increments of depth in any one location. The number of lineal feet excavated shall be the length in feet of the horizontal projection of the centerline of the trench, measured to the nearest foot, between the limits established by the ENGINEER in the field. The price per lineal foot for trench overcut shall be full compensation for the completed work and shall include, but not be limited to, excavating to the specified depth, transporting and disposing of the unsuitable material as directed by the ENGINEER; placing, leveling and compacting suitable select backfill material to the level specified.

Suitable select backfill shall be obtained from site. If sufficient material is not available from the site, additional material shall be furnished by the CONTRACTOR at no additional cost to the CITY.

Y. Contingent Item No. 23, for providing all labor, materials and equipment for installing special shoring required for Item 1 & 2 and other excavations, regardless of type, will be paid for from the aggregate sum amount established by the CONTRACTOR for this purpose. Such an amount represents the amount the CONTRACTOR feels is necessary to provide shoring that complies with the Trench Safety Act. Conversely, no requests for additional reimbursement will be approved.

Z. Contingent Item No. 24, for sheeting and shoring left in place as ordered by the ENGINEER, will be paid for at the unit price bid per square foot, measured from tip to cut-off times the horizontal length, regardless of thickness. Payment shall be full compensation for cutting off and for all salvage and potential reuse value of the material. Sheetin and shoring left in place without the ENGINEER's approval will be at the CONTRACTOR's expense.

ZZ. Contingent Item No. 25 for establishing an Additive / Deduct lump sum price for the use of flowable fill in lieu of the back fill and compaction of suitable back fill material and lime rock.

AA. Item No. 26 for the sum of Items 1 through 25, which will constitute the complete costs for the Old Cutler Force Main Replacement Phase III.

- END OF SECTION -
01025-1R thru 01025-5R

EXHIBIT C

3.0: GENERAL CONDITIONS – Addition (d) to section 3.5

3.5 (d) **Financial Statement:** As part of the contractor's submittal, he/she shall include a certified financial statement detailing the company's financial status over the previous two years.

P. Contingent Item No. 14, for furnishing and installing 16-inch diameter plug valves as shown, complete with valve box, extension shaft and combination centering identification plate, will be paid for at the unit price bid for each valve installed. The unit price bid shall be full compensation for each valve and complete installation, ready for service, and shall include, but not be limited to, all applicable portions of Item 1 above, including excavation; placing and compacting backfill; unloading the valve, extension shaft, plate and valve box at the work site; furnishing joint materials as required; placing the valve in the trench and attaching it to the main; installing the extension shaft, plate and valve box; making temporary and permanent paving repairs around the valve outside of the main trench line; and all other appurtenant and miscellaneous items and work.

Q. Contingent Item No. 15 for selling and delivering to the CITY all necessary 16-inch I.D. restrained mechanical joint 11.25 degree bends and appurtenances for the force main will be paid for at the unit price bid per each fitting times the number of fittings installed and accepted, which payment shall be full compensation for furnishing all materials and supplies, and shall include, but not be limited to complete backfill material; fitting(s); concrete, temporary paving material; pipe bedding; transportation and handling cost delivered ditch side; and all other appurtenant and miscellaneous items required for a complete and satisfactory installation each fitting.

R. Contingent Item No. 16, for selling and delivering to the CITY all necessary 12-inch I.D. restrained mechanical joint 90 degree bends and appurtenances for the force main will be paid for at the unit price bid per each fitting times the number of fittings installed and accepted, which payment shall be full compensation for furnishing all materials and supplies, and shall include, but not be limited to complete backfill material; fitting(s); concrete, temporary paving material; pipe bedding; transportation and handling cost delivered ditch side; and all other appurtenant and miscellaneous items required for a complete and satisfactory installation each fitting.

S. Contingent Item No. 17, for selling and delivering to the CITY all necessary 12-inch I.D. restrained mechanical joint 45 degree bends and appurtenances for the force main will be paid for at the unit price bid per each fitting times the number of fittings installed and accepted, which payment shall be full compensation for furnishing all materials and supplies, and shall include, but not be limited to complete backfill material; fitting(s); concrete, temporary paving material; pipe bedding; transportation and handling cost delivered ditch side; and all other appurtenant and miscellaneous items required for a complete and satisfactory installation each fitting.

T. Contingent Item No. 18, for selling and delivering to the CITY all necessary 12-inch I.D. restrained mechanical joint 22.5 degree bends and appurtenances for the force main will be paid for at the unit price bid per each fitting times the number of fittings installed and accepted, which payment shall be full compensation for furnishing all materials and supplies, and shall include, but not be limited to complete backfill material; fitting(s); concrete, temporary paving material; pipe bedding; transportation and handling cost delivered ditch side; and all other appurtenant and miscellaneous items required for a complete and satisfactory installation each fitting.

U. Contingent Item No. 19, for selling and delivering to the CITY all necessary 12-inch I.D. restrained mechanical joint 11.25 degree bends and appurtenances for the force main will be paid for at the unit price bid per each fitting times the number of fittings installed and accepted, which payment shall be full compensation for furnishing all materials and supplies, and shall include, but not be limited to complete backfill material; fitting(s); concrete, temporary paving material; pipe bedding; transportation and handling cost delivered ditch side; and all other appurtenant and miscellaneous items required for a complete and satisfactory installation each fitting.

V. Contingent Item No. 20, for furnishing and installing 12-inch diameter plug valves as shown, complete with valve box, extension shaft and combination centering identification plate, will be paid for at the unit price bid for each valve installed. The unit price bid shall be full compensation for each valve and complete installation, ready for service, and shall include, but not be limited to, all applicable portions of Item 2 above, including excavation; placing and compacting backfill; unloading the valve, extension shaft, plate and valve box at the work site; furnishing joint materials as required; placing the valve in the trench and attaching it to the main; installing the extension shaft, plate and valve box; making temporary and permanent paving repairs around the valve outside of the main trench line; and all other appurtenant and miscellaneous items and work.

EXHIBIT D

3.0 SPECIAL CONDITIONS AND REQUIRED PROCEDURES (Addition to 3.34 Contractors Employees and 3.58 Storm Water Erosion)

3.34 Confined Space Entry Permit:

A. The Contractor must comply with all the provisions contained in OSHA 1910.146 and shall show proof of compliance with the first project invoice. No payment shall be made until such proof is presented and approved by the CITY.

3.58 Environmental Protection:

General Requirements – The Contractor shall provide and maintain environmental protection during the life of the Contract. Environmental protection shall be provided to correct conditions that develop during the conductance of the work, or that are required to control pollution that develops during the development of project. The Contractor's operations shall comply with all federal, state and local regulations pertaining to water, air, solid waste, and noise pollution.

Protection of Natural Resources – It is intended that the natural resources within the site and outside the limits of permanent Work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the Work. The Contractor shall confine his/her work activities to areas defined by the Contract Documents. All Work under this contract shall be performed in such a manner that any adverse environmental impacts are reduced to a level that is acceptable to the Engineer/Architect, and the City. At all times special measures shall be taken to prevent oily or hazardous substances from entering the ground, drainage areas, or local bodies of water.

Control and Disposal of Wastes – The Contractor shall transport and dispose of all waste in a manner that complies with Federal, State, and local requirements. The Contractor shall provide the Engineer/Architect with a copy of any state and/or local permits or licenses which reflect such agency's approval and compliance with applicable solid waste disposal regulations. The permits or licenses which reflect such agency's approval and compliance with applicable solid waste disposal regulations. The permits or licenses and the location of the disposal area shall be provided prior to transporting any waste material. Fueling and lubricating of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil shall be disposed of in accordance with approved procedures meeting federal, state and local regulations.

The maximum use of low-noise emission products as certified by the Environmental Protection Agency shall be made when available.

Safety:

The Contractor shall be responsible for the safety of the Contractor's employees. The Contractor shall abide by all Federal, State, County, and City safety requirements and regulations. The Contractor is responsible to furnish the Contractor's employees with all required safety equipment. The Contractor is required to comply with all applicable OSHA regulations including, Right to Know, Confined Space Entry, Airborne Blood Pathogens.

The Contractor is fully responsible to furnish safety equipment to all of the Contractor's employees on the Owner's job site, including but not limited to safety glasses, gloves, hard hats, braces or any other required safety item. The Contractor is required to make certain that each employee is wearing the proper safety clothing including shoes.

EXHIBIT D

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.

EXHIBIT E

3.0 SUPPLEMENTARY CONDITIONS

Scope of Work:

Old Cutler Road Force Main Replacement Phase III. The work generally consists of, but is not necessarily limited to the following: the selling, delivering and installing of Contractor furnished materials; construction of Old Cutler Road Force Main Replacement including cleaning and testing as required, maintenance of uninterrupted sewer collection system service; restoration of area to preconstruction conditions; together with all appurtenant for miscellaneous items and work for a completed project.

3.60 Hours of Work: *(Revised)*

Monday to Friday: 9:00 a.m. to 4:00 p.m.

(Or as directed by Miami-Dade County Public Works Department)

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

(Prior City Authorization is a MUST)

No work is permitted on Sunday

(Prior City Authorization is a MUST)

EXHIBIT F

BIDDER

CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5103, Fax: 305-460-5126

SECTION 7

Invitation for Bid (IFB) No 2009.01.20

7.0R: REVISED 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:

CONTACT NAME / TITLE:

SIGNATURE: _____ DATE: _____

ADDRESS:

TELEPHONE _____ FACSIMILE _____ EMAIL: _____

EXHIBIT F

BIDDER

Item No.	Quantity	Description	Unit Price	Total
9	Aggregate Sum	For obtaining and providing the services of uniformed police officers as needed or as directed by the ENGINEER and Miami Dade County Public Works, the aggregate sum price of: <u>Seventy Five Thousand-----</u> Dollars an <u>Zero -----</u> Cer		\$ <u>75,000.00</u>
10	Allowance Account	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer, the sum of: <u>Fifty Thousand-----</u> Dollars and <u>Zero -----</u> Cer		\$ <u>50,000.00</u>

CONTINGENT ITEMS

11	1 each (Cont. Item)	For furnishing, delivering and installing 16-inch DIP restrained mechanical joint 90 degree bend, complete, the price each of:	Dollars and _____	Cents (\$ _____) \$ _____
12	1 each (Cont. Item)	For furnishing, delivering and installing 16-inch DIP restrained mechanical joint 45 degree bend, complete, the price each of:	Dollars and _____	Cents (\$ _____) \$ _____
13	1 each (Cont. Item)	For furnishing, delivering and installing 16-inch DIP restrained mechanical joint 22.5 degree bend, complete, the price each of:	Dollars and _____	Cents (\$ _____) \$ _____

EXHIBIT F

BIDDER _____

Item No.	Quantity	Description	Unit Price	Total
14	1 each (Cont. Item)	For furnishing and installing 16-inch diameter plug valve, complete with valve box, extension shaft and combination centering identification plate, the price each of:	Dollars and _____	
			Cent _____	
			s _____	(\$ _____) \$ _____
15	1 each (Cont. Item)	For furnishing, delivering and installing 16-inch restrained mechanical joint 11.25 degree bend, complete, the price each of:	Dollars and _____	
			Cents _____	(\$ _____) \$ _____
16	1 each (Cont. Item)	For furnishing, delivering and installing 12-inch DIP restrained mechanical joint 90 degree vend, complete, the price each of:	Dollars and _____	
			Cents _____	(\$ _____) \$ _____
17	1 each (Cont. Item)	For furnishing, delivering and installing 12-inch DIP restrained mechanical joint 45 degree bend, complete, the price each of:	Dollars and _____	
			Cents _____	(\$ _____) \$ _____
18	1 each (Cont. Item)	For furnishing, delivering and installing 12-inch DIP restrained mechanical joint 22.5 degree bend complete, the price each of:	Dollars and _____	
			Cents _____	(\$ _____) \$ _____
19	1 each (Cont. Item)	For furnishing, delivering and installing 12-inch restrained mechanical joint 11.25 degree bend complete, the price each of:	Dollars and _____	
			Cents _____	(\$ _____) \$ _____

EXHIBIT F

BIDDER _____

Item No.	Quantity	Description	Unit Price	Total
20	1 each (Cont. Item)	For furnishing and installing 12-inch diameter plug valve, complete with valve box, extension shaft and combination centering identification plate, the price each of:	Dollars and _____	Cents (\$_____) \$_____
21	1 each (Cont. Item)	For furnishing and installing sewage combination air valve assemblies with attachments, including precast concrete structure, manhole and cover complete, the price each of:	Dollars and _____	Cents (\$_____) \$_____
22	1,600 Linear feet (Cont. Item)	For installing trench overcut for any size pipe, in one-foot depth increments, the price per linear foot of:	Dollars and _____	Cents (\$_____) \$_____
23	1,600 sq. ft. (Cont. Item)	For providing all labor, materials and equipment for installing special shoring required for Items 1 and 2 and other excavations, the price per square foot of:	Dollars and _____	Cents (\$_____) \$_____
24	400 sq. ft. (Cont. Item)	For sheeting and shoring left in place as ordered by the Engineer, the per square foot of:	Dollars and _____	Cents (\$_____) \$_____

EXHIBIT F

BIDDER _____

Item No.	Quantity	Description	Unit Price	Total
25	Aggregate Sum (Cont. Item)	<i>Additive / Deduct for the use of flowable fill in lieu of the back fill and compaction of suitable back fill material and lime rock, the aggregate sum of:</i>	Dollars and _____	Cents \$ _____
26	Total Bid Amount	<i>The sum of total items 1 through 25 inclusive:</i>	Dollars and _____	Cents \$ _____

The low bidder will be determined on the basis of the Total Bid Amount on Item 26

The quantities shown are an estimate and are only for the purpose of facilitating the uniform comparison of bids submitted. The City does not guarantee that any specific quantities or item(s) will be utilized. The quantities of any item may be increased, decreased or any item deleted as need occurs. Payment of work performed will be based on the actual quantities completed at each site the Contractor works on.

The Contract will be awarded based on the Total Bid Amount. The City reserves the right to award or reject any or all bids.

The bidder understands and agrees that the above Total Bid Amount is inclusive of all work materials necessary to complete the Project as described in the Invitation for Bids.

AWARD OF CONTRACT AND TIME OF COMPLETION

The contract, if awarded, shall be to the lowest responsive bidder, and most responsible bidder whose bid conforming to the specifications is the most advantageous to the City, considering prices bid, the experience, the qualifications of the bidder, and the bidders' current and immediately available resources. Bid must comply with the requirements necessary to render it formal.

The WORK shall be entirely complete within 135 successive days from the commencement date stated in the Notice to Proceed.

EXHIBIT G

REVISED

Schedule of Events

Invitation to Bid (IFB) 2009-01-20
Old Cutler Force Main Replacement Phase III

Response to questions from pre-bid meeting	5:00 p.m. Thursday, February 19, 2009
Written questions as a result of Addendum #2	5:00 p.m. Tuesday, March 3, 2009
Response to Addendum #2 questions	5:00 p.m. Thursday, March 5, 2009
Bid Opening	2:00 p.m. Thursday, March 12, 2009
Bid Opening Location	<p>City of Coral Gables Procurement Division 2800 SW 72nd Avenue Miami, Florida 33155 305-460-5102</p>

John A. Galgano

Objective	Bond Application
Work experience	<p>1999 - 2001 Megan South, Inc. 6521 W Orange Drive Davie, FL Foreman</p> <ul style="list-style-type: none">- Town of Davie Driftwood Drainage Improvement Project (\$ 500,000.00) / Work included installation of French Drains, Landscape, & Paving- City of Lauderhill Intersection Improvements (\$ 125,000.00) / Work included installation of drainage, roadway construction, sidewalks, curb & gutter, landscape, irrigation, and paving- Broward County – Central County Neighborhood Improvements Franklin Park Phase II (\$2,500,000.00) / Work included installation of water mains, sanitary sewer, drainage, sidewalks, curb & gutter, paving, landscape, and signage- Cordis Laboratory Parking Construction (\$150,000.00) / Work included construction of a parking lot complete with Drainage, Paving, Landscaping, and Striping- Florida Keys Water Main improvements Ocean reef Phase II (\$2,500,000.00) / Work included installing new water mains, 4-Bridge crossings, New Customer Service Lines, Meter Relocations, Pavement Restoration and Overlay, and Striping <p>1998 – 1999</p> <p>Foreman Smith And Company Weston, Florida</p> <ul style="list-style-type: none">- Broward County South County Neighborhood Improvement project Sections 4 and 8 (\$10,000,000.00) / Work included installation of Water Mains, Sanitary Sewer, Drainage, Roadway construction, Sidewalks, Curb & Gutter, Landscaping, Striping & Signage- Pembroke Falls Site Development (\$100,000,000.00) / Work included total site development consisting of Clearing & Grubbing, Infrastructure, Roadway Construction, Landscaping, Etc. <p>1990 – 1998</p> <p>Foreman / Superintendent Coastal Utilities, Inc. Cooper City, FL.</p> <p>Responsibilities included:</p> <ul style="list-style-type: none">- Overseeing work crews, Scheduling and coordinating work, Maintaining daily reports, Safety Management, Quality Control, Document Control, Personnel Management <p>1987 – 1989 Iacobelli Contracting, Inc. Miami Lakes, FL. Laborer, Heavy Equipment Operator</p>

Education 1985 - 1989 Western High School [City, State]
High school Diploma

Accreditations 2001 - State Of Florida Underground Utilities License

References

Joe Ivey / Florida Keys Aqueduct Authority / 305-296-2454

Ben Chen / Chen & Associates / 954-730-0707

Bernard Eugene / Broward county office of Environmental Services / 954-831-0923

Pat Sweet / Broward County Office Of Environmental Services / 954-831-0973

Gail McGregor / McCarol Partners / 954-325-1534

Peter Moore / Chen & Associates / 954-730-0707

Joe Abruzzino / Chen & Associates / 954-288-5599

Mike Lowe / Broward County Engineering /

Tony L. Melo

Objective	Bond Application
Work experience	<p>1999 - 2001 Megan South, Inc. 6521 W Orange Drive Davie, F</p> <p>Superintendent</p> <ul style="list-style-type: none">- Town of Davie Driftwood Drainage Improvement Project (\$ 500,000.00) / Work included installation of French Drains, Landscape, & Paving- City of Lauderhill Intersection Improvements (\$ 125,000.00) / Work included installation of drainage, roadway construction, sidewalks, curb & gutter, landscape, irrigation, and paving- Broward County – Central County Neighborhood Improvements Franklin Park Phase II (\$2,500,000.00) / Work included installation of water mains, sanitary sewer, drainage, sidewalks, curb & gutter, paving, landscape, and signage- Cordis Laboratory Parking Construction (\$150,000.00) / Work include construction of a parking lot complete with Drainage, Paving, Landscaping, and Striping- Florida Keys Water Main improvements Ocean reef Phase II (\$2,500,000.00) / Work included installing new water mains, 4-Bridge crossings, New Customer Service Lines, Meter Relocations, Pavement Restoration and Overlay, and Striping
	<p>1996 – 1999</p> <p>Pipe Foreman Smith And Company Weston, Florida</p> <ul style="list-style-type: none">- Broward County South County Neighborhood Improvement project Sections 4 and 8 (\$10,000,000.00) / Work included installation of Water Mains, Sanitary Sewer, Drainage, Roadway construction, Sidewalks, Curb & Gutter, Landscaping, Striping & Signage- Pembroke Falls Site Development (\$100,000,000.00) / Work included total site development consisting of Clearing & Grubbing, Infrastructure, Roadway Construction, Landscaping, Etc.- National Car Rental Center / Site Development & Infrastructure- Arvida Site Development / Work included total site development (Infrastructure and Roadway Construction)
	<p>1992 – 1996 Oron Developers, Inc. Bali Harbor, Fl.</p> <ul style="list-style-type: none">- The Palace (22-story High Rise) Bali Harbor / \$50,000,000.00 Superintendent over Layout and Carpentry- The Majestic (22 story High Rise) Bay Side / \$50,000,000.00 Superintendent over Layout and Carpentry
	<p>1985 – 1992 Dellefene Brothers, Inc. East Providence, Rhode Island</p> <p>Foreman over fuel tank installation crew.</p>

Oversaw layout and construction of underground fuel tanks

Education 1982 – 1985 East Providence High School East Providence, Rhode Island
High school Diploma

Accreditations

References

Joe Ivey / Florida Keys Aqueduct Authority / 305-296-2454
Ben Chen / Chen & Associates / 954-730-0707
Bernard Eugene / Broward county office of Environmental Services / 954-831-0926
Gail McGregor / McCarol Partners / 954-325-1534
Peter Moore / Chen & Associates / 954-730-0707
Joe Abruzzino / Chen & Associates / 954-288-5599
Mike Lowe / Broward County Engineering / 954-632-6414

Chris Iacobelli

Objective Bond Application

Work experience 1999 – 2001 Megan South, Inc. 6525 W Orange Drive Davie FL

Project Manager / Estimator

- Estimator for underground utility projects.
- **SUCCESSFUL BIDS:**
 - Town of Davie Driftwood Neighborhood Drainage Improvements (\$500,000.00) / Work included installation of French Drains, Landscape, Paving
 - City of Lauderhill Intersection Improvements (\$125,000.00) / Work included installation of drainage, Roadway construction, Sidewalks, Curb & Gutter, Landscape, Irrigation, Paving
 - Broward County – Central County Neighborhood Improvement Franklin Park Phase II (\$2,500,000.00) / Work included installation of Water mains, Sanitary Sewer, Drainage, Sidewalks, Curb & Gutter, Paving, Landscape, and Signage
 - Cordis Laboratory Parking Construction (\$150,000.00) / Work included construction of a parking lot complete with Drainage, Paving, Landscaping, and Striping
 - City of Boca Raton Street Improvements Project (\$4,500,000.00) / Work included Installation of Sanitary Sewer, Water Mains, Drainage, Sidewalks, Curb & Gutter, Irrigation, Street Lighting, Landscape, Directional Bores
 - Village of Palm Springs Sanitary Sewer Improvements (\$750,000.00) / Work includes installation of Sanitary Sewer, Lift Station, Jack & Bore, Directional Bore, Road Restoration, and Swale Restoration
 - Florida Keys Water Main Improvements Ocean Reef Phase II (\$2,500,000.00) / Work included installing new Water Mains, 4-Bridge Crossings, New Customer Service Lines, Meter Relocations, Pavement Restoration and Overlay, and Striping

1990 – 1998

Coastal Utilities, Inc. Cooper City, FL

- Completed several underground utility projects in Dade, Broward & Monroe Counties. The work included installation of Water Mains, Sanitary Sewer, Drainage, Road Construction, Sidewalks, Curb & Gutter, Landscape, Jack & Bores, and Lift Stations
- The value of the above work totaled in excess of \$30,000,000.00 over 8 years

1975 – 1990

Position: Laborer, Heavy Equipment Operator, Foreman, Superintendent, Estimator, and Project manager

Iacobelli Contracting, Inc. Miami Lakes, Fl.

- From 1975 to 1990, I worked for Iacobelli Contracting, Inc. on several projects in Michigan and Florida. I rose through the ranks in all of the above listed positions.
 - The projects included installing Water Mains, Sanitary Sewer, and Drainage
 - During the 80's, I also managed several large diameter (48" – 96") Transmission Main projects constructed for Miami Dade Water & Sewer Authority

Education **1975 – 1977 Paul K. Cousino Senior High School Warren, Michigan High School Diploma**

1977 - 1979 Broward Community College Associate of Arts (Business)

1979 – 1982 Florida Atlantic University Bachelor Of Arts (Corporate Management)

Accreditations **1983 – Dade County license for Pipelines, Clearing & Grubbing, and Paving & Drainage**

1984 - State of Florida Underground Utility License

References **Joe Ivey / Florida Keys Aqueduct Authority / 305-296-2454**

Ben Chen / Chen & Associates / 954-730-0707

Jim Thompson / Chen & Associates / 954-730-0707

Gail McGregor / Mc Carol Partners, Inc. / 954-325-1534

Bernard Eugene / Broward County Office of Environmental Services / 954-831-0923

Pat Sweet / Broward County Office of Environmental Services / 954-831-0973

Work History
GMI Contracting, Inc.
2931 SW 108 Way
Davie, FL 33328

954-445-6732
Fax# 954-916-2396

September 8, 2008

July , 2008 thru Present
District 3C Water Tank Fill Line
Owner:Broward County Water And WasteWater Services / 954-790-9340 / Phil Pearson
Engineer: Craven Thompson & Assoc. / 954-739-6400 / Don Shaver
\$1,280,140.00
Furnish & Install 7,070 LF of 16" DIP Water Main Inc. Directional Bore & Pavement Restoration

January 2008 thru March, 2008
Water Main, Sanitary Sewer, & Storm Drainage / Site Utilities for the Dania Beach Public Safety Facility
\$80,000.00
General Contractor: Bradanna, Inc. – 239-455-8891

April Thru June 2007
The Oaks @ North Miami
Dollar Value: \$350 K
Owner: Prodessa International, LLC / 305-403-7314
General Contractor: Williams Paving, Inc.
Contact: Josh Marfleet

January Thru December 2007
36" Dip Water Main & 24" DIP Force Main / Approximately 15,000 lineal feet of pipe, valves, & fittings
Dollar Value: \$3.3 Million
Engineer: R.J. Behar & Company / Jose Montano / 954-253-2792
Owner: City of Hialeah
General Contractor: Williams Paving, Inc.

Contact: Lonnie Collins / 305-882-1950

October Thru December 2007:

Sunrise Blvd Roadway Improvements between Hiatus road & Pine Island Road

Work included various size RCP Culvert replacements and Structure replacement.

Engineer: CTA & EAC

Dollar Value: \$200K

Owner: Broward County

General Contractor: Bergeron Construction

Sub-Contractor: McCarol Partners / Gail McGregor / 954-325-1534

October thru December 2006:

1000 + Lineal feet of 60" RCP

Dollar Value: \$600K

Engineer: CTA / Kevin Hart

Owner: City of Aventura Antonio F. Tomei /

Capital Projects Manager 305-466-8923

General Contractor: Williams Paving, Inc.

Contact: Lonnie Collins / 305-882-1950

June thru September 2006:

Sunshine Storage Site Preparation

Scope: Water Main, Sanitary Sewer, & Drainage

Dollar Value: \$300K

Owner: National Constructors, Inc. / 954-443-3060

General Contractor: Charlie Frymyer Paving

Contact: Josh Marfleet / 954-520-1359

Equipment List
GMI Contracting, Inc.
2931 SW 108 Way
Davie, Fl 33328

954-445-6732
Fax# 954-916-2396

July 14, 2008

VOLVO E290 Excavator
VOLVO L90 Loader
VOLVO L120 Loader
John Deere 450 Dozer
Bomag 120 Roller
VOLVO BL70 Tractor Backhoe
2003 GMC 2500 Pick Up
2003 GMC 3500 Pick Up
2005 Ford F150 Pick up
Vermeer Plate Compactor
2002 General Tandum Axle Trailer 20 ton capacity
2004 General Tandum Axle Trailer 4 ton capacity
8'x 20' Tool Container
Misc. Steel Plates

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE NO. / DATE
AC08-8200477-725229
12/31/2008 12:49 PM

PRODUCER
Highpoint Risk Services LLC
14160 Dallas Parkway #500
Dallas, TX 75254
(800) 632-5096 (972) 715-0959

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

INSURERS AFFORDING COVERAGE

INSURED: AMS 1/c/f:
GMI CONTRACTING, INC.
2931 SW 108TH WAY
DAVIE, FL 33328
(954) 445-6732 Fax: (954) 916-2396

INSURER A: Companion Property and Casualty Insurance C
INSURER B: Companion Property and Casualty Insurance C
INSURER C:
INSURER D:
INSURER E:

COVERAGE(S)

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC</p>	FLGL084260	01/25/2008	01/25/2009	<p>EACH OCCURRENCE \$ 1000000</p> <p>FIRE DAMAGE (Any One Fire) \$ 100000</p> <p>MED EXP (Any one person) \$ 5000</p> <p>PERSONAL & ADV INJURY \$ 1000000</p> <p>GENERAL AGGREGATE \$ 2000000</p> <p>PRODUCTS - COMP/OP AGG \$ 2000000</p>
	<p>AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>	<i>Sample</i>			<p>COMBINED SINGLE LIMIT (Ea accident) \$</p> <p>BODILY INJURY- EA ACCIDENT (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p> <p>AUTO ONLY - EA ACCIDENT \$</p> <p>OTHER THAN EA ACC \$</p> <p>AUTO ONLY: AGG \$</p>
	<p>GARAGE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> <input type="checkbox"/></p>				<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p> <p>\$</p> <p>\$</p> <p>\$</p>
	<p>EXCESS LIABILITY</p> <p><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE</p> <p><input type="checkbox"/> DEDUCTIBLE</p> <p><input type="checkbox"/> RETENTION \$</p>				<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p> <p>\$</p> <p>\$</p> <p>\$</p>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC77779990601	04/01/2008	04/01/2009	<p><input checked="" type="checkbox"/> WC STATUS: <input type="checkbox"/> OTHER</p> <p>E.L. EACH ACCIDENT \$ 1000000</p> <p>E.L. DISEASE - EA EMPLOYEE \$ 1000000</p> <p>E.L. DISEASE - POLICY LIMIT \$ 1000000</p>
	OTHER				<p>LIMITS \$</p> <p>LIMITS \$</p>

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

1. This certificate remains in effect, provided the client's account is in good standing with AMS. Coverage is not provided for any employee for which the client is not reporting wages to AMS. Applies to 100% of the employees of AMS leased to GMI CONTRACTING, INC., effective 04/01/2008 2. Additional insured in favor of Broward County Board of County Commissioners, Broward County, Florida as respects general liability.3. Insured is afforded Workers Compensation & Employers liability as a co-employer under the policy for employees leased from AMS.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

NO. OWNED VEHICLES
LEASED VEHICLES
OPERATED VEHICLES
BROWARD CTY BOARD OF COUNTY COMMISSIONERS
RISK MANAGEMENT DIVISION RM 210
RE: (B: LEONARD, WWS)
115 S. ANDREWS AVE.
FORT LAUDERDALE, FL 33301

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) Of Covered Operations
BROWARD COUNTY BOARD OF COUNTY RISK MGMT DIVISION RM 210 115 SOUTH ANDREWS AVENUE FT LAUDERDALE FL 33301	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.