

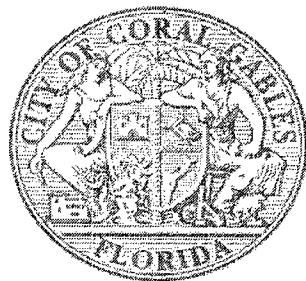
**CITY OF CORAL GABLES, FL**  
**FINANCE DEPARTMENT / PROCUREMENT DIVISION**  
405 Biltmore Way – Coral Gables, FL 33134

**City Commission**

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

**City Administration**

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



**ORIGINAL**

**IFB No. 2009.08.20**

**WILLIAM H. KERDYK  
TENNIS CENTER RENOVATIONS  
AND  
STORAGE / BLEACHERS BUILDING**

**PROCUREMENT CONTRACT TEAM  
2800 SW 72<sup>nd</sup> Avenue – Miami, FL 33155**

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

*Prepared by:* Margie Gomez  
Telephone: 305-460-5103 / Facsimile: 305-261-1601  
[contracts@coralgables.com](mailto:contracts@coralgables.com)

**AUGUST 2009**



# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5103 / Fax: 305-261-1601

## **BIDDER ACKNOWLEDGEMENT**

|   |  |
|---|--|
| <b>IFB Title:</b> William H. Kerdyk Tennis Center Renovations and Storage/Bleachers Building  | Bids must be received prior to 2:00 p.m. Thursday, September 17, 2009 and may not be withdrawn within 90 calendar days after such date and time. Bids received by the date and time specified will be opened in the Procurement Office located at 2800 SW 72 <sup>nd</sup> Avenue, Miami, FL 33155. All Bids received after the specified date and time will be returned unopened. |
| <b>IFB No. 2009.08.20</b><br><br>A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code. | Contact: Margie Gomez<br>Telephone: 305-460-5103<br>Facsimile: 305-261-1601<br><a href="mailto:contracts@coralgables.com">contracts@coralgables.com</a>  |

**THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE BID PRIOR TO THE DATE AND THE TIME OF BID OPENING. THE BID SUMMARY SHEET AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED TO THE BID DOCUMENT.**

|   |   |
|---|---|
| Bidders Name: <b>BMA CONSTRUCTION, INC.</b>   | Fed. ID No. or SS Number: <b>65-1099775</b> |
| Complete Mailing Address: <b>1000 NW 54 ST #B-1<br/>MIAMI, FL 33127</b>   | Telephone No.: <b>305-756-4274</b>          |
|   | Fax No.: <b>305-756-9015</b>                |
| Indicate type of organization below:<br>Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/> | Reason for no Response:                     |
| <b>Bond (If Applicable)</b> <input checked="" type="checkbox"/> Bid Bond/Security Bond<br>[ ] Cashier/Certified Check [ ] Other _____   |   |
| No. _____   |   |
| Amount _____  |   |

**ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL IFB SUBMITTAL FORMS, ADDENDUM(S) ACKNOWLEDGEMENT AND ALL PAGES OF THE IFB DOCUMENT MAY RENDER YOUR IFB NON-RESPONSIVE.**

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

Agree  (Please check box to acknowledge this bid)

**ADEBAYO ABINA** *Adebayo Abina* **President** **9-14-09**  
Authorized Name and Signature Title Date



# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

## FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5103, Fax: 305-261-1601

## P U B L I C   N O T I C E

### **Invitation to Bid (IFB) No. 2009.08.20**

This project is for construction on the William H. Kerdyk Tennis Center located at 1200 Anastasia Avenue in Coral Gables, FL and consists of a new CBS Storage-Bleachers building which includes ornamental screens, trusses, barrel tile, roll up coiling doors, pre fab bleachers, louvers, painting and keystone moldings. The Tennis Center building renovations consists of concrete restoration, railings and painting.

**Estimated Construction Budget:** \$275,000 The City reserves the right to provide for additional funding should the construction estimate be exceeded.

Invitation to Bid packages may be picked up at the City of Coral Gables, Finance Department, Procurement Division Office located at 2800 SW 72 Avenue, Miami, Florida 33155, or requested by fax (305) 261-1601 or via e-mail [contracts@coralgables.com](mailto:contracts@coralgables.com). Bids submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division Office.

The City of Coral Gables will not accept and will in no way be responsible for any bids received after the deadline of **Thursday, September 17, 2009, 2:00 p.m.** The Bidder is solely responsible for submitting Bids before the stated time and date. The City will not be responsible for delays caused by mail, courier services, including U.S. Mail, or any other occurrence.

Award of bid will be made to the lowest responsive responsible bidder, within a reasonable time after opening of bids. However, the City reserves the right to consider other conditions which may be in the best interests of the City. One (1) original bid and three (3) complete copies must be signed and submitted in a sealed envelope and clearly marked: **William H. Kerdyk Tennis Center Renovations and Storage/Bleachers Building – IFB No. 2009.08.20.**

**The Pre-Bid Meeting and Bid Opening will be held in the Procurement Division Office located at 2800 S.W. 72 Avenue, Miami, FL 33155 in accordance with the Schedule of events for this IFB:**

|   |   |
|---|---|
| <b>Solicitation Advertisement</b>                     | <b>Thursday, August 13, 2009</b>              |
| <b>Non Mandatory Pre-Bid Meeting</b>                  | <b>10:00 a.m. Thursday, August 27, 2009</b>   |
| <b>Site Inspection (<i>following the meeting</i>)</b> | <b>10:30 a.m. Thursday, August 27, 2009</b>   |
| <b>Last date to request packages</b>                  | <b>4:00 p.m. Wednesday, September 2, 2009</b> |
| <b>Written Questions</b>                              | <b>4:00 p.m. Thursday, September 3, 2009</b>  |
| <b>Written Answers</b>                                | <b>4:00 p.m. Thursday, September 10, 2009</b> |
| <b>Bid Opening</b>                                    | <b>2:00 p.m. Thursday, September 17, 2009</b> |

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

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

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

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

Sincerely,

Chief Procurement Officer



## **CORAL GABLES, FL**

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5103, Fax: 305-261-1601

### **CONE OF SILENCE**

**Invitation for Bid (IFB) No. 2009.08.20**

### ***NOTICE TO ALL BIDDERS AND PROPOSERS***

#### **Definition:**

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

#### **Imposition:**

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

#### **Termination:**

The cone of silence shall terminate at:

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

#### **Violations:**

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

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



# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5103, Fax: 305-261-1601

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**CORAL GABLES, FL**  
City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5103, Fax: 305-261-1601

## **SECTION 1**

### **Invitation for Bid (IFB) No 2009.08.20**

---

#### **1.0: INTRODUCTION TO INVITATION TO BID**

##### **1.1. Invitation**

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

##### **1.2. Contract Terms and Conditions**

The Contractor selected to provide the service(s) requested herein (the “Successful Bidder”) shall be required to execute a contractual agreement with the City in substantially the same form as the “Contract” included as part of this IFB, if applicable. The work will be **Substantially Completed within 120 calendar days** from the commencement date stated in the Notice to Proceed. The work will be **Finally Complete within 150 calendar days** from the commencement date stated in the Notice to Proceed.

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

##### **1.3. Submission of Responses**

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

The original Bid with three (3) copies must be submitted to the Procurement Division, 2800 S.W. 72<sup>nd</sup> Avenue, Miami, FL 33155 at or prior to the time noted on the proposal opening date. Attachment “A” Contract (included for reference purposes only). Attachment “B” Construction Forms require only one (1) original. Bids received after that time will not be accepted. It will be the sole responsibility of the Bidder to deliver their bids to the Procurement Office on or before the closing hour and date indicated.

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

Project Number and Name:

IFB No. 2009.08.20 - William H Kerdyk Tennis Center  
Renovations and Storage/Bleachers Building

Bidder Name and Address:

BMA CONSTRUCTION, INC  
1000 NW 54 ST #B-1  
MIAMI, FL 33127

To Be Opened On:

Thursday, September 17, 2009 – 2:00 PM

Addressed To:

City of Coral Gables  
Procurement Division  
2800 S.W. 72<sup>ND</sup> Avenue  
Miami, FL 33155

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

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

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

#### **1.4. Additional Information or Clarification**

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

Facsimiles must have a cover sheet that includes the Bidders name, IFB number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing no later than **Thursday, September 3, 2009 prior to 4:00 PM**.

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

#### **1.5. Bid Format**

Careful attention must be given to all requested items contained in this IFB. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Bidders shall make the necessary entry in all blanks and forms provided for the Response.

- (a) Title Page. Show the IFB subject, the name of your firm, address, telephone number, name of contact person and date.
- (b) Table of Contents. Clearly identify the material by section and page number.
- (c) Summary of the Bidder's Fee Statement. The Bidder will show the fee schedule.

Any and all Responses that do not follow the prescribed format may be deemed non-responsive.

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

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

#### **1.6. Registration**

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

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

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

#### **1.7. Award of an Agreement**

The Contract may be awarded to the Successful Bidder(s) by the City Commission or City Manager to the Bidder deemed the most responsible, responsive, meeting all specifications. Non-performance shall result in cancellation of the contract with the Bidder. The City reserves the right to execute or not execute a Contract with the Successful Bidder(s) if it is determined to be in the best interest of the City.

#### **1.8. Agreement Execution**

By submitting a Response, the Bidder agrees to be bound to and execute the Agreement for ***William H Kerdyk Tennis Center Renovations and Storage/Bleachers Building***. Without diminishing the foregoing, the Bidder may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received need not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the successful Bidder to execute a contract within ten (10) days after the notification of award may, at the City's sole discretion, constitute a default. If the Bidder first awarded the Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Bidder, or re-advertised, as determined by the City.

#### **1.9. Unauthorized Work**

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

#### **1.10. Changes/Alterations**

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

#### **1.11. Discrepancies, Errors, and Omissions**

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

#### **1.12. Disqualifications**

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

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

**1.13. Bidders Expenditures**

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



# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

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

## SECTION 2

### **Invitation for Bid (IFB) No 2009.08.20**

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#### **2.0: SUMMARY OF WORK**

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##### **GENERAL**

The work of the contract consists of a new CBS Storage-Bleachers building which includes ornamental screens, trusses, barrel tile, roll up coiling doors, pre fab bleachers, louvers, painting and keystone moldings.

The Tennis Center building renovations consists of concrete restoration, railings and painting.

Please refer to the Plans (Construction Documents) for Scope of Work.

Cover Sheet, Index of Drawings

A-1.0 Site Plan

#### **STORAGE / BLEACHERS BUILDING**

A-1.1 Bleacher Plan

S-1 Framing Plans, Section

S-2 Typical Details, Schedules, General Notes

#### **REPAIRS TO TENNIS CENTER BUILDING**

A-1.2 General Notes

A-1.3 First Floor Plan

A-1.4 Second Floor Plan

A-2.1 Elevations

A-2.2 Elevations

A-3.1 Schedules and Details Tennis Center



# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

## FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5103, Fax: 305-261-1601

## SECTION 3

### **Invitation for Bid (IFB) No 2009.08.20**

---

#### **3.0: GENERAL CONDITIONS**

##### **3.1. Acceptance/Rejection**

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

##### **3.2. Legal Requirements**

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

##### **3.3. Non-Appropriation of funds**

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

##### **3.4. Occupational License Requirements**

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

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

##### **3.5. Minimum Qualification Requirements**

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

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

- (a) Firms that are regularly engaged in the business of providing these goods and/or services as described in the Invitation for Bid "Summary of Work".

- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time as specified in the **Summary of Work**.
- (c) Firms that have sufficient financial support, as specified in Special Conditions, equipment and organization to insure that the firm can satisfactorily execute the Contract under the terms and conditions stated herein.

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

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

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

### **3.6 Bid Bond/Bid Security/Bid Deposit**

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

### **3.7 Performance and Payment Bond**

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

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

### **3.8 Bid Bond/Bid Security/Bid Deposit Forfeited Liquidated Damages**

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

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

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

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

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

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

### **3.9 Public Entity Crimes**

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

### **3.10 Resolution of Protests**

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

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

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

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

*Written Protest:* A written protest based on any of the foregoing must be submitted to the City Clerk's office within five (5) calendar days after the date the notice of protest was filed. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence. This shall form the basis for review of the

written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest. A written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

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

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

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

### **3.11      Review of Responses for Responsiveness**

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

### **3.12      Collusion**

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

### **3.13      Sub-Bidder(s)**

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

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

### **3.14      Substitutions for Assigned Personnel**

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

### **3.15      Public Records**

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

## **SPECIAL CONDITIONS AND REQUIRED PROCEDURES**

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### **3.16 Authorized Representatives:**

The City will not be responsible for charges incurred as a result of work performed that was not pre-approved by the Public Works Department or designated representative(s):

**Assistant Director:** Ernesto R. Pino, R.A., Assistant Public Works Director  
**Division Supervisor:** Gerardo Vazquez De Miguel, P.E., Architectural Division Supervisor  
**Project Manager:** Mercy Mendoza, Architect

### **3.17 Terminology:** For the purpose of this document, the following terminology will be used:

**Contractor** - The Contracting Company submitting a Bid for construction services or the Company awarded the contract for construction service.

**Sub-Contractor** - Any Contracting Company providing services which are obtained by the company awarded the contract for service and who were not hired directly by the City.

**Other Contractors** - Any Contracting Company providing services which are obtained by the City in addition to or in place of those provided by the Contractor.

### **3.18 Contact Information:**

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

### **3.19 Licences/Qualifications:**

The Contractor must be fully licensed to perform the requested work. The licenses must be valid and meet all requirements for the State of Florida as well as any County or City requirements. The Contractor must furnish proof of valid Contractor license with the submitted Bid for services and any subsequent renewal(s), at the time the license is renewed.

### **3.20 Project Change Orders:**

Any work that is estimated prior to commencement that exceeds or varies from the original and the scope of work shall require an approved change order. The change order must be pre-approved in writing by the City's authorized representative.

### **3.21 Guaranteed Work:**

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

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

### **3.22 Concurrent Work:**

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

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

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

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

**3.23 Parts and Materials:**

The Contractor shall furnish all supplies and materials.

**3.24 Trade Names:**

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

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

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

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

**3.25 Notice to Owner:**

The address that any and all Notice to Owner should be sent to is: **The City of Coral Gables, Attn: Mercy Mendoza, Project Manager, Public Works Department, 2800 SW 72 Avenue, Miami, Florida 33155.**

The primary Contractor, any sub-Contractor or any material supplier submitting a Notice to Owner must use the stated address. Each Notice to Owner must be satisfied prior to payment of invoices to the contract. A signed partial release of lien must be submitted along with the invoice for each payment request. Final payments will not be made until all signed builder or material release of liens and a final release of lien has been submitted. The primary Contractor must notify the City of any notice or lien received from any sub-Contractor-equipment supplier or material supplier. The primary Contractor is responsible to provide all release of liens from any contractor, sub-contract, equipment supplier, material supplier that have filed a Notice to Owner with the City.

**3.26 Release of Lien:**

The Contractor is responsible to furnish all partial and full releases of liens to include the primary Contractor as well as any and all sub-Contractors performing work or supplied materials or equipment.

The Contractor shall furnish applicable partial or releases of liens for all work performed. **Only City release forms will be acceptable.**

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

**3.26.1 Administrative Charges for Obtaining Release or Collection of Funds:** The Contractor is responsible for the payment of all monies owed sub Contractors and material/equipment suppliers including the material/equipment suppliers for the sub Contractor. The City may charge the Contractor or deduct a charge amount from the contract for administrative cost for collection for monies owed the sub Contractor or material/equipment suppliers. The Contractor is responsible for and, must obtain all required release of lien both full and partial from all sub Contractors and material/equipment suppliers. Should the Contractor not obtain and furnish the required releases the City may charge the Contractor or deduct a charge amount from the contract for administrative cost for obtaining releases both full and partial from all sub Contractor and material/equipment suppliers. The administrative charge may be up to an amount of 10% of the total contract

**3.27 Approvals of Invoices:**

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

**3.28 Invoicing and Payment:**

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

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

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

**3.29 Right to Audit Records:**

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

**3.30 Acceptance:**

The City will be deemed to have accepted the work after the Public Works Director is notified by the Project Manager, Division Supervisor and the Contract Administrator of their satisfaction of the completed work. The work under this contract shall remain the property of the Contractor until the City accepts it. In the event the work furnished under this contract is found to be defective or does not conform to the specifications/scope of work, the City reserves the right to cancel the contract upon written notice to the Contractor.

**3.31 Site/Work Inspection by City:**

All work will be inspected by the City during the job, and for final approval of each job. In addition the work site will be inspected for cleanliness, safety, and progress of the work schedule. The inspections will include evaluation of proper construction, installation or repair, as well as any requirements set by city standards or policy. Additional permitted work will be inspected by the permitting agency.

**3.32 Information:**

All information, data, designs, plans, drawings, and specifications/scope of work furnished to or developed for the City by the Contractor or its employees, pursuant to this contract, shall be the sole property of the City and all rights herein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

**3.33 Permits:**

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

**3.34 Contractors Employees:**

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

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

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

**3.35 Use of Public Streets:**

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

**3.36 Storage of Equipment:**

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

**3.37 Safety:**

The Contractor shall be responsible for the safety of its employees. The Contractor shall abide by all Federal, State, County, and City safety requirements and regulations. The Contractor is responsible to furnish its employees with all required safety equipment. The Contractor is required to comply with all

OSHA regulations including but not limited to "Right to Know", "Confined Space Entry" and "Airborne Blood Pathogens".

**3.38 Use of Barricades and Work Site Safety:**

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

**3.39 Damages:**

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

**3.40 Testing:**

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

**3.41 As-Built Information:**

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

**3.42 Existing Sidewalk:**

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

**3.43 Restoration of Survey Markers:**

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

**3.44 Hand Rolled Asphalt Adjacent to Curb and Catch Basins:**

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

**3.45 Completion of Punch List Items:**

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

**3.46 Plans:**

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

**3.47 Striping:**

**3.44.1** Temporary striping shall be placed within 48-hours of completion of each course of asphalt unless another course is placed within 48-hours. The cost of temporary striping shall be included in the unit cost of permanent thermoplastic striping.

**3.44.2** Permanent thermoplastic striping shall be placed within 30 days of completing final paving unless otherwise approved by the Engineer.

**3.48 Sod:**

**3.45.1** The unit price for sod stated in the bid is for additional sod. It is not replacement of sod damaged during construction. Sod shall be placed within 2-weeks of completion and final paving.

**3.45.2** The unit price in the bid for sod, other than Floratum or Palmetto varieties of St. Augustine sod is for matching any type existing sod such as Bermuda or Bahia not damaged as a result of construction work. Any sod, regardless of type damaged by construction shall be restored with matching sod at Contractor's expense.

**3.49 Restoration of Pavement or Parkway:**

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

**3.50 Maintenance of Traffic:**

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

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

**3.51 Site Management, Dust Control, Etc.**

The Contractor shall maintain the site of the work in a reasonable condition, shall avoid or promptly remove accumulation of dirt, debris, etc., from streets and storage areas, shall control the creation of a dust nuisance by sprinkling or chloride treatment, shall limit noise, and vibration and take such other measure as may be reasonable or proper to avoid undue nuisance to surrounding property owners. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, or the employees or work of any of his sub Contractors. Contractor shall not stock pile materials at the project site unless approved in writing by the Project Manager.

**3.52 Certified Applicator:**

When materials are installed that requires applicator certification the Contractor must provide the City with documents verifying that the Contractor is a current certified applicator certified by the manufacturer. The

Contractor must meet any and all requirements by material manufactures in order to apply the materials and to validate the application and qualify for all warranty/guarantee requirements.

**3.53      Parking:**

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

**3.54      Site Clean-Up / Maintenance of Site:**

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

**3.55      Purchasing Agreements with Other Government Agencies:**

At the option of the awarded vendor, the submission of any Bid in response to this Invitation for Bids constitutes a Bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental agency desiring to accept these Bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this Bid.

**3.56      Rights of City:**

The City reserves all rights either stated or implied and shall be the sole source of interpretation of any of the contents of this document.

The City reserves the right to cancel this Agreement at any time after providing the Contractor with thirty (30) days advance written notice of cancellation. The City further reserves the right to cancel this Agreement at any time without written notice subject to the Contractor for the following reasons:

- a) The Contractor has failed to provide the service to the City as outlined herein.
- b) The Contractor has been found to be in violation of the law.
- c) The Contractor's licenses have been revoked for any reason.
- d) The City feels that the Contractor has not performed their duties pursuant to the Service Agreement, within the realms of good business practices.

**3.57      Award of Contract:**

The contract will be awarded to the lowest responsive Contractor complying with all the provisions of this Invitation for Bids, provided the Bid price is reasonable and it is in the interest of the City to accept it. The Public Works Director reserves the right to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the interest of the City. The Public Works Director also reserves the right to reject the Bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a Bid of a Contractor whose investigation shows is not in position to perform or fulfill the requirements of the contract.

All services provided to the City of Coral Gables shall be rendered pursuant to the terms of a "Contract". The City of Coral Gables will not sign any contracts submitted by a proposing Contractor awarded the Contract. The Contract provides that the Contractor will render the requested services to the City as provided for in this document pursuant to the issuance of a Purchase Order through the City's Procurement Division.

**3.57.1 Purchase Order:** The City of Coral Gables through the Procurement Division will issue a Purchase Order Number to the Contractor awarded the Contract, following approval by the City Commission and an

official resolution number has been issued by the City of Coral Gables' City Clerk's Office. No Contract shall be in effect until the Purchase Order Number has been issued to the Contractor.

**3.58 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.

**3.59 Performance Evaluation:**

The City will evaluate in writing the Contractor's performance (sample on next page).

# SAMPLE

## CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR BMA CONSTRUCTION, INC.

PROJECT \_\_\_\_\_

DATE from \_\_\_\_\_ to \_\_\_\_\_

*Write relevant comments in each field or write N/A.*

CONTRACTOR'S PERFORMANCE

ABILITY TO MEET SCHEDULES

ABILITY TO ADJUST TO CIRCUMSTANCES

PROJECT MET BUDGET

CHANGE ORDERS

PROPER STAFFING

PROPER EQUIPMENT

# **SAMPLE**

## **CONTRACTOR PERFORMANCE EVALUATION**

**Page 2**

**MANAGEMENT OF SUB-CONTRACTORS**

**COMPLIANCE WITH SPECIFICATIONS**

**COMPLIANCE WITH DOCUMENTATION REQUIREMENTS**

**SAFETY**

**PROJECT MANGER COMMENTS and signature**

**DIVISION SUPERVISOR COMMENTS and signature**

**ASSISTANT DIRECTOR COMMENTS and signature**

*Retain one copy in project book, one copy in Contractor file.*



**CORAL GABLES, FL**  
City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

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

## **SECTION 4**

### **Invitation for Bid (IFB) No 2009.08.20**

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#### **4.0: INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS**

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##### **4.1 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS**

To the fullest extent permitted by Laws and Regulations, the Respondent(s) who are awarded the bid shall indemnify and hold harmless the City and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury and (b) is caused in whole or in part by any willful or negligent act or omission of Respondent, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

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

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

##### **4.2 INSURANCE REQUIREMENTS**

###### **4.2.1 GENERAL CONDITIONS**

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

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

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

#### **4.2.2 INSURER REQUIREMENTS**

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

#### **4.2.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT**

- 4.2.3.1 Professional Liability Insurance** with a limit of liability no less than \$5,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.
- 4.2.3.2 Workers' Compensation and Employers Liability Insurance** covering all employees, subBidders, and/or volunteers of the Bidder and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:
  - 4.2.3.2.1 Workers' Compensation - Coverage A**  
Statutory Limits (State of Florida or Federal Act)
  - 4.2.3.2.2 Employers' Liability - Coverage B**  
\$1,000,000 Limit - Each Accident  
\$1,000,000 Limit - Disease each Employee  
\$1,000,000 Limit - Disease Policy Limit
- 4.2.3.3 Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:
  - 4.2.3.3.1 Each Occurrence Limit - \$1,000,000**
  - 4.2.3.3.2 Fire Damage Limit (Damage to rented premises) - \$100,000**
  - 4.2.3.3.3 Personal & Advertising Injury Limit - \$1,000,000**
  - 4.2.3.3.4 General Aggregate Limit - \$2,000,000**
  - 4.2.3.3.5 Products & Completed Operations Aggregate Limit - \$2,000,000**
- 4.2.3.4 Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:
  - 4.2.3.4.1 Combined Single Limit (Each Accident) - \$1,000,000**
  - 4.2.3.4.2 Any Auto (Symbol 1)**
  - 4.2.3.4.3 Hired Autos (Symbol 8)**
  - 4.2.3.4.4 Non-Owned Autos (Symbol 9)**
- 4.2.3.5 Property Insurance** is required only when the Bidder is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including

transit) covered by the broadest Property Coverage Form commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the property being insured. As the contract involves construction, a **Builders Risk** policy with a limit of insurance equal to the full project cost and/or an Installation Floater is required to meet the above requirements.

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

**4.2.4.1 Workers Compensation**

The standard form approved by the State of Jurisdiction

**4.2.4.2 Commercial General Liability**

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

**4.2.4.3 Commercial Auto Liability**

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

**4.2.4.4 Property Insurance**

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

**4.2.5 REQUIRED ENDORSEMENTS**

**4.2.5.1 The following endorsements with City approved language**

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

**4.2.5.1.2** Waiver of Subrogation

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

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

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

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

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

#### **4.2.6 HOW TO EVIDENCE COVERAGE TO THE CITY**

##### **4.2.6.1 The following documents must be provided to the City;**

**4.2.6.1.1 A Certificate of Insurance containing the following information:**

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

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

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

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

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

#### **4.2.7 WAIVER OF INSURANCE REQUIREMENTS**

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

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



## CITY OF CORAL GABLES REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related insurance documents are available @ [www.coralgables.com](http://www.coralgables.com). Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

**◀◀◀ THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY ▶▶▶▶**

|  |
|--|
| Full Legal Name (as shown on the agreement or permit with the City):     |
| City Department (that you are working with or that is issuing a permit): |
| City Employee (contract manager or employee issuing permit):             |
| The name & phone # of the individual who completed this check list:      |
| The date this check list was completed in its entirety:                  |

**A Certificate of Insurance is attached and the following information is contained therein:**

- The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
- The Certificate Holder section of the Certificate of Insurance reads as follows:  
City of Coral Gables • Risk Management Division  
2801 Salzedo Street, 2<sup>nd</sup> Floor • Coral Gables, FL 33134
- The special provisions section of the Certificate of Insurance contains language affirming that;
  - 1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
  - 2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
  - 3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

***IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY***

**Copies of the following Commercial General Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

**Copies of the following Automobile Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

**Copies of the following Workers Compensation Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.



# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5103, Fax: 305-261-1601

## SECTION 5

### **Invitation for Bid (IFB) No 2009.08.20**

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#### **5.0: EVALUATION / SELECTION PROCESS**

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##### **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 Bidder(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.



# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5103, Fax: 305-261-1601

## SECTION 6

### **Invitation for Bid (IFB) No 2009.08.20**

#### **6.0: IFB RESPONSE FORMS**

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**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 9-10-09 Initials BM

Addendum No. 2 Date 9-15-09 Initials AAC

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: BMA CONSTRUCTION, INC

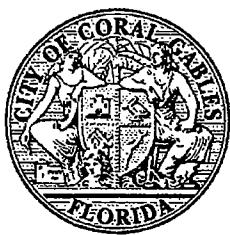
Address: 1000 NW 54 ST # B-1

City/State/Zip: MIAMI, FL 33127

Telephone No./Fax No.: 305-756-4274 / 305-756-9015

Social Security or Federal I.D. No.: 65-1099775

Officer signing Bids: ADERAYO ABINA Title: PRESIDENT



**Request for Proposal**

**RFP # 2009.08.20**

**William H. Kerdyk Tennis Center Renovations  
And Storage / Bleachers Building**

**ADDENDUM No. 1**  
**Issued Date: September 10, 2009**

**NOTE:**

**Correction to Section 4.0 subsection 4.2.3.1**

Professional Liability Insurance with a limit of liability no less than **\$5,000,000** (correct amount is **\$1,000,000**) etc.

**Site Inspection**

The site visit is not mandatory; however, it is highly recommended.

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

Reference A-1.1 (Q 1-6):

Q1. Is there a specific manufacturer or model # for decorative screens on A-1.1 (3)?  
A1. Refer to Detail 6/Sh. A1.1. The decorative screens are to be manufactured by the same company as the ornamental aluminum gate shown on 2/Sh. A1.1. There is no specific manufacturer or model number.

Q2. How can the match for Keystone trim be accessed (NOTE 14)?  
A2. Change first sentence of Note 14 to read as follows:  
Keystone trim and moulding samples with smooth pitted texture finish shall be submitted during construction by General Contractor for architect review and approval.

Q3. What is the color to match the Altusa two piece Barrel tile (NOTE 14)?  
A3. Change the third sentence of Note 14 to read as follows:  
Samples of Altusa barrel roof tiles shall be submitted during construction by the General Contractor for architect review and approval. An approximate mix of 60%-30%-10% of various fired roof tiles is anticipated for this Project. Submit current Miami-Dade County Notice of Acceptance for review and approval.

Q4. Provide the specifications for the handicapped area bleachers (NOTE 14)?  
A4. The handicapped area bleachers shall be custom made to sizes indicated on drawings. Manufacturer, material, and finish is the same as that which is provided in Note 14 ("All Star Bleachers" or approved equal).

Q5. Specify manufacturer & model of the ornamental aluminum gates (NOTE 14)?  
A5. Refer to response to Q1 above.

Q6. Will the general contractor be responsible for removal & disposal of the existing onsite bleachers in the area designated for the bleacher building?  
A6. The City will keep the existing bleachers.

Q7. Will the facility remain open during construction?  
A7. Yes, to keep the tennis courts and the office open during construction the contractor is to cordon off the up-stairs and have the people enter only through the elevator. [In case of an emergency people must be able to exit through the stairs. The stairs must be accessible at all times].

Q8. Could construction trucks and equipment enter through the service road?  
A8. Yes.

Q9. Staging area?  
A9. The staging area will be behind the practice wall (away from the service road/fire lane).

Q10. Parking?  
A10. Far end of the parking area (not in the service road/fire lane).

Q11. Will there be toilets?  
A11. Contractor will provide the Porta Toilets.

Q12. Will there be electrical, mechanical requirements to building; electrical power available?  
A12. Yes, there will be electrical power available. This is a two part question; please see the Architect's response to the first part.

Q13. Will water be available?  
A13. Yes.

Q14. Where is the construction fence needed?  
A14. Please see attached sketch.

Q15. A-1.0 shows new walkway at the north side of the New Storage-Bleachers Bldg. only but on page A-1.1 Sec 1 (Viewing Bleachers Floor Plan) calls for new concrete walkway in front of the new structure, please show limits of the new concrete walkway.  
A15. Refer to clouded revisions in attached 11" x 17" sketch SK-1 dated Sept.8, 2009. Please observe additional notes have also been added.

Q16. Provide specifications for New Bleachers.  
A16. See response to Question 4.

Q17. What are the existing and proposed elevations for the new sidewalk and building addition?  
A17. Existing and proposed elevations of sidewalks will be provided during construction. Floor elevation of new building shall match existing concrete walkway of ball courts as noted in Detail 4/Sh. A1.1.

Q18. What is the working schedule allowed at the park?  
A18. Hours of Work: Monday to Saturday 7:30 am to 6:00 pm

Q19. Are there any sound ordinances applicable?  
A19. None within the working hours.

Q20. Does the Davis Bacon Act apply to this project?  
A20. No.

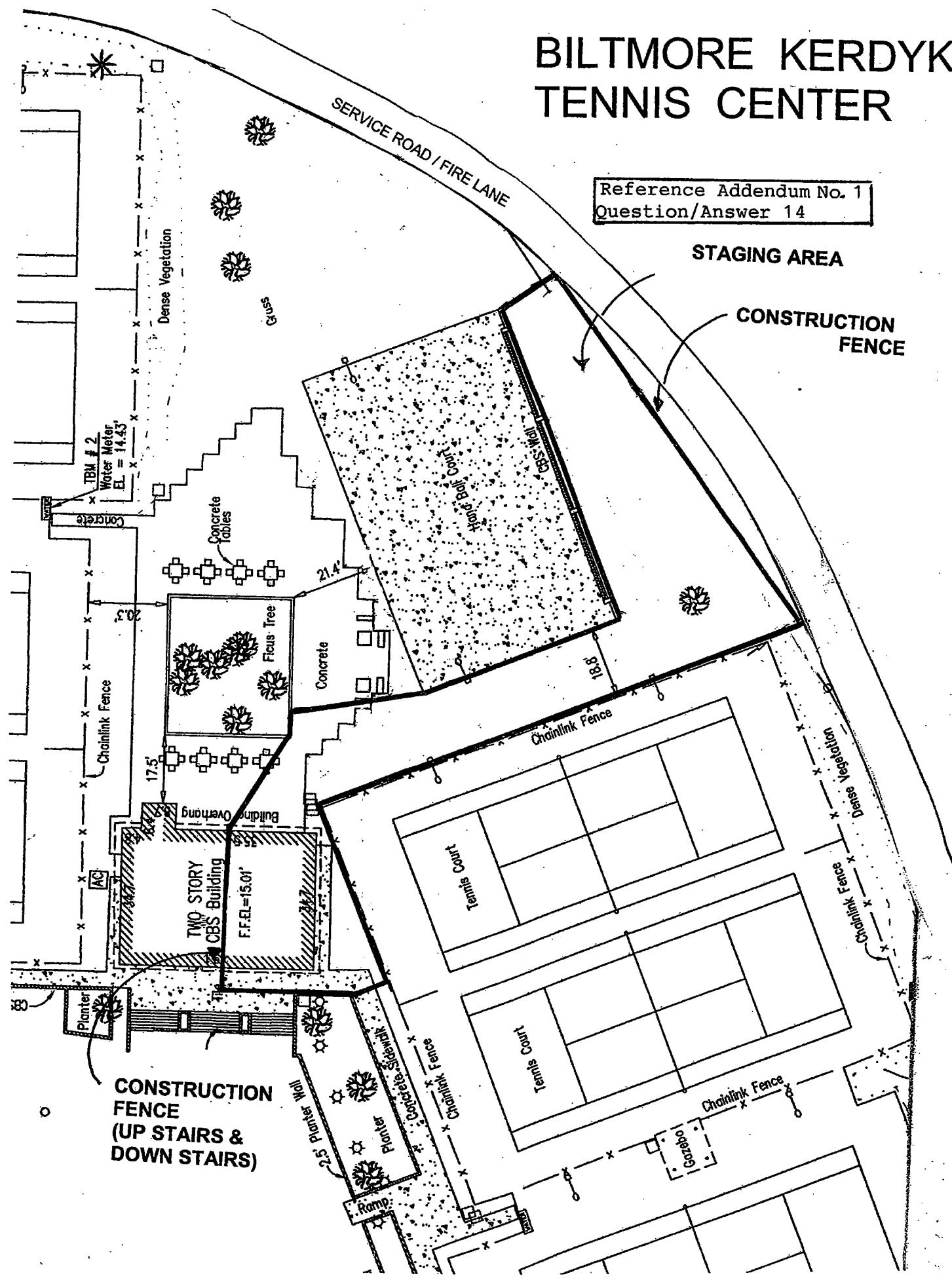
**Addendum shall be acknowledged in Section 6.0 IFB Response Forms. All other terms and conditions of this RFP shall remain in full force and effect.**

**Sincerely,**

**Michael P. Pounds  
Chief Procurement Officer**

# BILTMORE KERDYK TENNIS CENTER

Reference Addendum No. 1  
Question/Answer 14



Reference Addendum #1  
Question / Answer 1.5

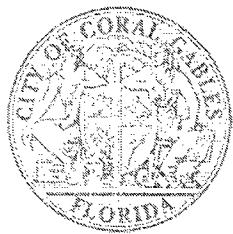
① PARTIAL SITE PLAN  
SCALE: 1" = 10'-0"

SCALE: 1" = 10'-0"

**WILLIAM H. KERDYK  
TENNIS CENTER  
STORAGE / BLEACHERS  
BUILDING**

**SIXTO ARCHITECT, INC.**  
1501 VENERA AVENUE, SUITE 320A, CORAL GABLES, FL 33146  
(305) 569-2993

SK-1



*Jen* 9/15/09

*City of Coral Gables, FL*

***Request for Proposal***

**RFP # 2009.08.20**

***William H. Kerdyk Tennis Center Renovations  
And Storage / Bleachers Building***

**ADDENDUM No. 2**

***Issued Date: September 15, 2009***

***Note: The Liquidated Damages is \$500 per calendar day.***

**Addendum shall be acknowledged in Section 6.0 IFB Response Forms. All other terms and conditions of this RFP shall remain in full force and effect.**

**Sincerely,**

**Michael P. Pounds  
Chief Procurement Officer**

### **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. 72<sup>nd</sup> Avenue  
Miami, FL 33155

We, the undersigned, have declined to submit a bid on your **IFB 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 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5103, Fax: 305-261-1601

## SECTION 7

### **Invitation for Bid (IFB) No 2009.08.20**

#### **7.0: BID PRICING SCHEDULE**

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##### 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: BMA CONSTRUCTION, INC.  
CONTACT NAME / TITLE: ADEBAYO ARINA, PRESIDENT  
SIGNATURE: Adebayo Arina DATE: 9-14-09  
ADDRESS: 1000 NW 54 ST #B-1; MIAMI, FL 33127  
TELEPHONE 305-756-4274 FACSIMILE 305-756-9015 EMAIL: bma35200@yahoo.com

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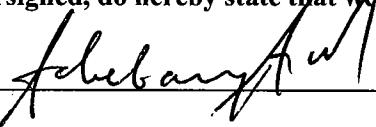
## BID PRICING SCHEDULE

| <b>ITEM</b>   | <b>COST</b> |
|---|-------------|
| <b>DIVISION 1 General Requirements</b>  |             |
| Temporary facilities & controls   | 9,423.00    |
| Supervision/Proj management   | 7,500.00    |
| Insurance & bond  | 4,265.00    |
| <b>DIVISION 2 Site Work</b>   |             |
| Soil treatment  | 2,655.00    |
| <b>DIVISION 3 Concrete</b>  |             |
| Precast concrete (trims, mouldings, repairs)  | 10,692.00   |
| <b>DIVISION 5 Metals</b>  |             |
| Metal gates   | 1,000.00    |
| <b>DIVISION 6 Wood &amp; Plastics</b>   |             |
| Structural shell (labor, materials, equipment)  | 16,465.00   |
| <b>DIVISION 7 Thermal &amp; Moisture Protection</b>   |             |
| Roofing   | 5,616.00    |
| Gutters & Downspouts  | 5,400.00    |
| <b>DIVISION 8 Doors &amp; Windows</b>   |             |
| Hollow metal doors, frames & hardware   | 930.00      |
| Roll up doors   | 6,340.00    |
| Ornamental screens/Louvers  | 850.00      |
| <b>DIVISION 9 Finishes</b>  |             |
| Ceramic tile repairs  | 540.00      |
| Stucco  | 10,253.00   |
| Painting  | 9,779.00    |
| <b>DIVISION 10 Specialties</b>  |             |
| Bleachers   | 8,170.00    |
| Other (specify) <i>Decks</i>  | 1,491.00    |
| <i>Picket Railings</i>  | 1,296.00    |
| Overhead & Profit   | 4,650.00    |
| <b>Base Bid</b>   | 104,925.00  |
| Owner's Allowance Account   | \$30,000    |
| <b>Total Bid</b>  | 134,925.00  |
| <b>Alternate #1- Remove existing metal louvered doors #1 through #5 and their corresponding door frames of the Tennis Center Building and replace them with new door, frames and hardware as per Sheet A-3.1.</b> | 13,850.00   |
| Note: If alternate #1 is not selected by the City, Contractor shall repair and paint existing doors as per Note 6 on Sheet A-2.2 as part of the Base Bid.   |             |
| <b>Unit Price- Provide unit cost (\$ per l.f.) to remove and replace the damaged concrete curb in the West parking lot as per Detail 6 on Sheet A-3.1</b>   | 8.75 per LF |

The work will be **Substantially Completed within 120 calendar days** from the commencement date stated in the Notice to Proceed. The work will be **Finally Complete within 150 calendar 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: PRESIDENT  
ANDREW ABINWA

Please type or Print Name:

COMPANY: BMA CONSTRUCTION, INC DATE: 9-14-09

**IFB No. 2009.08.20**

**CITY OF CORAL GABLES  
WILLIAM H. KERDYK TENNIS CENTER**

**FORMS**

**ATTACHMENT “A”**

**Proposer shall prepare and submit (1) original of these forms signed in blue ink as part of its response.**

## **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: BMA CONSTRUCTION, INC

CONTACT NAME: ADEBAYO ABINIA

TITLE: PRESIDENT

ADDRESS: 1000 NW 54 ST. #B-1

MIAMI, FL 33127

TELEPHONE 305-756-4274 FACSIMILE 305-756-9015

EMAIL: 6mc352001@yahoo.com

FEDERAL EMPLOYER ID NO: 65-1099775

MARK ONE: CORPORATION  PARTNERSHIP  INDIVIDUAL  OTHER

List all current licenses held and provide copies

(a) STATE OF FLORIDA CGC 062099

(b) MIAMI DADE COUNTY BUSINESS TAX RECEIPT # 450823-1

(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: BMA CONSTRUCTION, INC

The address of the principal place of business is: 1900 NW 34 ST. #B-1

Miami, Fl 33127

MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
14th FLOOR  
MIAMI, FL 33130

2008      LOCAL BUSINESS TAX RECEIPT      2009  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2009  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10  
THIS IS NOT A BILL-DO NOT PAY

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 23

450823-1  
BUSINESS NAME / LOCATION  
BMA CONSTRUCTION INC  
1000 NW 54 ST  
33127 MIAMI

RENEWAL  
RECEIPT NO. 470651-2  
STATE# CGC062099

OWNER  
BMA CONSTRUCTION INC  
Sec. Type of Business  
196 GENERAL BUILDING CONTRACTOR

WORKER/S  
1

THIS IS ONLY A LOCAL  
BUSINESS TAX RECEIPT  
IT DOES NOT PERMIT THE  
HOLDER TO VIOLATE ANY  
EXISTING OR REGULATORY  
OR ZONING LAWS OF THE  
COUNTY OR CITIES, NOR  
DOES IT EXEMPT THE  
HOLDER FROM ANY OTHER  
PERMIT OR RECEIPT  
REQUIRED BY LAW. THIS IS  
NOT A CERTIFICATION OF  
THE HOLDER'S QUALIFICA-  
TION.

DO NOT FORWARD

BMA CONSTRUCTION INC  
ADEBAYO ABINA PRES  
1000 NW 54 ST  
MIAMI FL 33127

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR.

07/07/2008  
60090000419  
000045.00

77

SEE OTHER SIDE

**STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

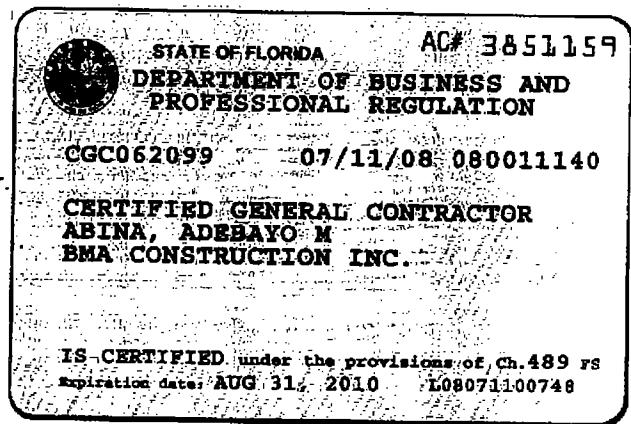
(850) 487-1395

**ABINA, ADEBAYO M**  
**BMA CONSTRUCTION INC.**  
1000 NW 54TH ST #B-1  
MIAMI FL 33127

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

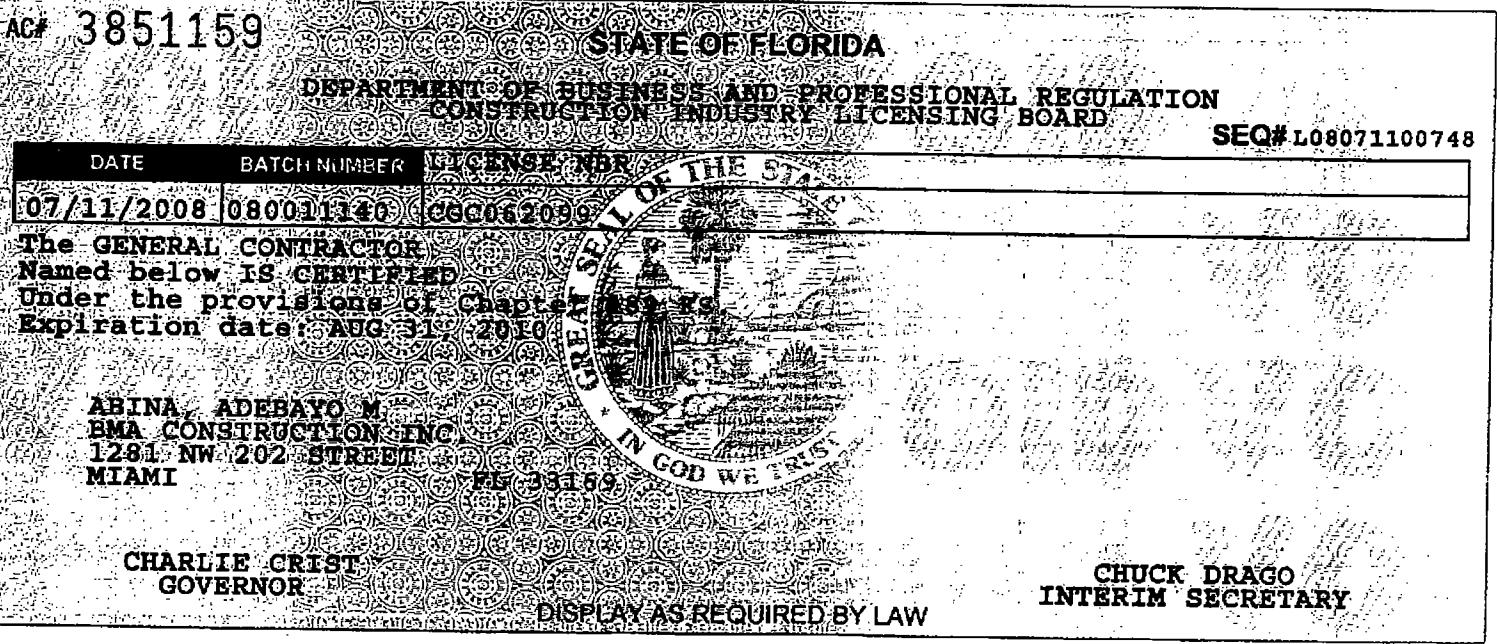
Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 3851159



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2009

PRODUCER (305)822-7800 FAX (305)822-1621  
Collinsworth, Alter, Fowler, Dowling & French  
P. O. Box 9315

Miami Lakes, FL 33014-9315  
Freya Perdomo

INSURED

BMA Construction, Inc.  
1000 NW 54th Street  
Miami, FL 33127

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

NAIC #

INSURER A: Amerisure Mutual Ins Co

23396

INSURER B: Amerisure Insurance Co

19488

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

| INSR ADD'L LTR | INSR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----------------|------|--|---------------|----------------------------------|-----------------------------------|--|
|                |      | GENERAL LIABILITY  | GL200788606   | 03/01/2009                       | 03/01/2010                        | EACH OCCURRENCE \$ 1,000,000                         |
|                |      | X COMMERCIAL GENERAL LIABILITY   |               |                                  |                                   | DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 |
|                |      | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR |               |                                  |                                   | MED EXP (Any one person) \$ 10,000                   |
|                |      |  |               |                                  |                                   | PERSONAL & ADV INJURY \$ 1,000,000                   |
|                |      | GENL AGGREGATE LIMIT APPLIES PER POLICY  |               |                                  |                                   | GENERAL AGGREGATE \$ 2,000,000                       |
|                |      | <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC       |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 2,000,000                  |
|                |      | AUTOMOBILE LIABILITY   | CA201735007   | 03/01/2009                       | 03/01/2010                        | COMBINED SINGLE LIMIT \$ 1,000,000                   |
|                |      | X ANY AUTO   |               |                                  |                                   | PROPERTY \$  |
|                |      | ALL OWNED AUTOS  |               |                                  |                                   | PERSONAL INJURY \$                                   |
|                |      | SCHEDULED AUTOS  |               |                                  |                                   | PROPERTY \$  |
|                |      | Hired AUTOS  |               |                                  |                                   | PROPERTY \$  |
|                |      | NON-OWNED AUTOS  |               |                                  |                                   | DAMAGE \$  |
|                |      | GARAGE LIABILITY   |               |                                  |                                   | PERSONAL EA ACCIDENT \$                              |
|                |      | ANY AUTO   |               |                                  |                                   | PERSONAL EA ACC \$                                   |
|                |      | EXCESS/UMBRELLA LIABILITY  | CU202926705   | 03/01/2009                       | 03/01/2010                        | EACH OCCURRENCE \$ 4,000,000                         |
|                |      | X OCCUR <input type="checkbox"/> CLAIMS MADE                                   |               |                                  |                                   | AGGREGATE \$ 4,000,000                               |
|                |      | <input type="checkbox"/> DEDUCTIBLE  |               |                                  |                                   | \$   |
|                |      | RETENTION \$   |               |                                  |                                   | \$   |
|                |      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  | WC201856105   | 03/01/2009                       | 03/01/2010                        | X WC STATUS \$                                       |
|                |      | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?                      |               |                                  |                                   | OTH-ER \$  |
|                |      | If yes, describe under SPECIAL PROVISIONS below                                |               |                                  |                                   | E.L. EACH ACCIDENT \$ 1,000,000                      |
|                |      | OTHER  |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000              |
|                |      |  |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$ 1,000,000             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
City of Coral Gables is additional insured on all policies except Workers Compensation on a primary & non contributory basis with waiver of subrogation for operations performed by the insured.

\* A standard 30 day notice of cancellation will be issued, except for 10 days for nonpayment of premium.

## CERTIFICATE HOLDER

City of Coral Gables  
ATTN: Risk Management Division- Maria  
2801 Salzedo Street, 2nd Floor  
Coral Gables, FL 33134

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
David Alter/RG

*David S. Alter*

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

a. Date of Incorporation: 4 - 13 - 2001

b. State of Incorporation: FLORIDA

c. President's: ADEBAYO ABINA

d. Vice President's: \_\_\_\_\_

e. Secretary: ADEBAYO ABINA

f. Treasurer: \_\_\_\_\_

g. Name and address of Resident Agent: ADEBAYO ABINA  
1000 NW 57th ST #3-1  
Miami, FL 33127  
Telephone: 305-756-4274 Facsimile: 305-756-9015  
Email: bma352001@yahoo.com

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

a. Date of organization: N/A

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:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

*P/A*

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

*N/A*

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

*8 yrs*

a. Under what other former names has organization operated?

*N/A*

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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.

*CAC 062099*

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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

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

No

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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.)

|                | CITY & STATE   | PHONE NUMBER |
|----------------|--|--------------|
| CARLOS VASQUEZ | 4415 NW 2ST<br>MIAMI, FL<br>MDCP's                                 | 305-416-1206 |
| JORGE BONJENOR | 2990 NW 87 ST. MIAMI   | 786-229-3405 |
| ARNE RANLINGS  | BROWARD COUNTY FACILITIES<br>15. S. ANDREWS AV. FT. LAUDERDALE, FL | 954-235-3555 |

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

Project Manager Name: ALVARO MEDINA

Title: P.M.

Telephone: 305-218-4816 Facsimile: 305-756-9015

Email address: alvaro.medina@bm9constructioninc.com

Provide the following information regarding your Insurance Requirements:

- a. Name of Insurance Carrier: AMERISURE MUTUAL INS. CO.
- b. Type of Coverage: GEN & EXCESS LIABILITY, AUTO, W/C
- c. Limits of Liability: 2,000,000
- d. Coverage/Policy Dates: 03-01-09 to 03-01-2010
- e. Name of Insurance Agent(s): COLLINSWORTH, ALTER, FOWLER
- f. Agent(s) telephone including area code: 305-822-7850

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? \_\_\_\_\_

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

| FIRM NAME/ADDRESS              | DATE OF JOB    | DESCRIPTION OF JOB                          |
|--------------------------------|----------------|---|
| <u>Lummus Park Renovation</u>  | <u>08-2007</u> | <u>General Park Upgrade</u>                 |
| <u>Athletic Range Park</u>     | <u>04-2006</u> | <u>Park Pool &amp; Restrooms renovation</u> |
| <u>Tacotcy Bellafonte Park</u> | <u>08-2008</u> | <u>Re-roof &amp; Misc. Repairs</u>          |
| <u>Japanese Garden Park</u>    | <u>11-2008</u> | <u>Restroom Slab &amp; fencing</u>          |

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

CITY OF MIAMI 444 SW 2 ST MIAMI, FL CARLOS VAZQUEZ 305-416-1226  
MD CPS 2990 NW 87 ST MIAMI, FL JORGE BONSENOR 786-229-3405  
ALPINE CONST. TIM JONES 305-218-8272  
BROWARD COUNTY FACILITIES 115 S. Andrews St. Lauderdale Ann Rawlings 954-235-3555

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

BMA IS A GENERAL CONTRACTING FIRM WITH  
SPECIALTY IN PARK AND RECREATIONAL FACILITIES  
CONSTRUCTION

Signed: Adebayo Abina Title: President

Type Name: ADEBAYO ABINA

Company: BMA CONSTRUCTION, INC

Date: 9-14-09

Adebayo Abina  
Signature of Company Owner

STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority ADEBAYO ABINA  
(Name of individual signing)

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

15 date of September, 20 09

Commission expires



Charles P  
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 ADEBAYO ABINA, PRESIDENT  
[print individual's name and title]

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

Whose business address is:

1000 NW 54 ST. #B-1

Miami, FL 33127

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1099775

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

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 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.

Adebayo A. W.  
[signature]

Sworn to and subscribed before me this 15 day of September, 2009.

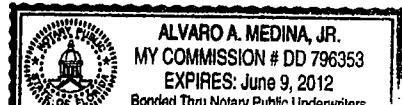
Personally known ✓

## OR Produced identification

Notary Public - State of **FLORIDA**

(Type of identification)

My commission expires 4/9/2012



## 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:

*Alebury B. W.*  
Please sign and type or Print Name:

TITLE:

*President*

COMPANY: BMA CONSTRUCTION, INC.

DATE: 9/14/09

## 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.

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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: *Adebaray Awi* Please sign and type or Print Name: TITLE: *President*

COMPANY: *BMA Construction, Inc* DATE: *9/14/09*

## FORMAL SOLICITATIONS PROTEST PROCEDURES

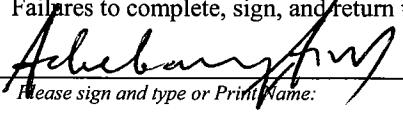
### Sec. 2-950. Resolution of protested solicitations and awards—Formal

- (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.

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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:  Please sign and type or Print Name: Andrew A. Schubert TITLE: President

COMPANY: BMA Construction, Inc. DATE: 9-14-09

**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 CORTE GABLES  
(print name of public entity)

by ADEBAYO ABINA, PRESIDENT  
(print individual's name and title)

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

whose business address is: 1020 NW 54 ST. #8-1

MIAMI, FL 33127

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1099775  
(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

Alejandro M  
[Signature]

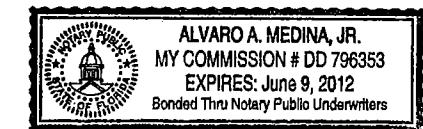
Sworn to and subscribed before me this 15 day of September, 20 09

Personally known ✓

or produced identification:

[Type of Identification]

Alvaro A. Medina, Jr.



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

## CERTIFIED RESOLUTION

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

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

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

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

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

| <u>NAME</u>          | <u>TITLE</u>     | <u>SIGNATURE</u>     |
|----------------------|------------------|----------------------|
| <u>ADEBAYO ABINA</u> | <u>PRESIDENT</u> | <u>Adebayo Abina</u> |
| _____                | _____            | _____                |
| _____                | _____            | _____                |
| _____                | _____            | _____                |

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

(SEAL)

By: Adebayo Abina, Secretary

BMA CONSTRUCTION, INC

Name of Corporation

**NOTE:**

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

Signed, sealed and deliver in the presence of:

Janice Price  
Witness  
Alvaro Medina  
Witness

By: C. N.  
(Signature)

Alvaro Medina  
(Print Name)

**FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM**  
**DEPARTMENT OF STATE CORPORATE CHARTER NO. 57A**

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**

*N/A*

**IN WITNESS WHEREOF**, the Offerer hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Print Name of Partnership \_\_\_\_\_

By: \_\_\_\_\_  
Signature of General or Managing Partner

Witness \_\_\_\_\_

Print Name of Partner \_\_\_\_\_

Witness \_\_\_\_\_

Business Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Business Telephone Number \_\_\_\_\_

State of Registration \_\_\_\_\_

State of Florida

County of \_\_\_\_\_

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

**WITNESS** my hand  
and official seal

**NOTARY PUBLIC, 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** take an oath

**Offeror's Certification**

**WHEN OFFERER IS A CORPORATION**

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this 14 day of Sept, 2009

BMA construction, inc  
Print Name of Corporation

FLORIDA  
Print State of Incorporation

(CORPORATE SEAL)

By: Adebayo Abina  
Signature of President /other Authorized Officer

ADEBAYO ABINA  
Print Name of President/other Authorized Officer

ATTEST:

By: Adebayo Abina  
Secretary

1000 NW 54 ST #3-1  
Address of Corporation

MIAMI, FL  
City/State/Zip

305-756-9274  
Business Telephone Number

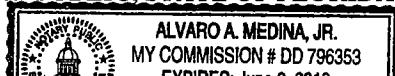
On this 14 day of Sept, 2009 before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by

ADEBAYO ABINA, PRESENT  
(Name of Corporate Officer(s) and Title(s))

of BMA construction, inc, FLORIDA on behalf of the Corporation.  
(Name of Corporation and State of Place of Incorporation)

WITNESS my hand  
and official seal

Charter B  
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 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 Offeror here to has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Print Name of Firm

By: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Telephone Number

State of Florida  
County of \_\_\_\_\_

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

WITNESS my hand  
and official seal

**NOTARY PUBLIC, STATE OF FLORIDA**

**NOTARY PUBLIC  
SEAL OF OFFICE:**

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

\_\_\_\_\_  
Personally known to me, or  
Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

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

## **NON-COLLUSION AFFIDAVIT**

State of Florida )  
County of Miami-Dade )ss.

ADEBAYO ABDULK being first duly sworn,  
deposes  
and says that:

(1) Affiant is the PRESIDENT (Owner, Partner, Officer, Representative or Agent) of BMA CONSTRUCTION, 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 BMA CONSTRUCTION, INC.  
does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, Employee Assistance Programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee a copy of the statement specified in subsection (1) that are engaged in providing the commodities or contractual services that are proposed.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are proposed, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Ashleyton  
Proposer's Signature

9/14/09

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.

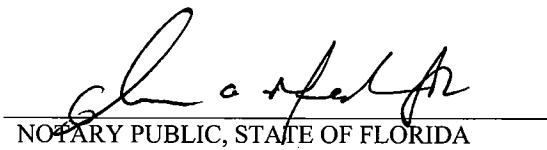


Signature

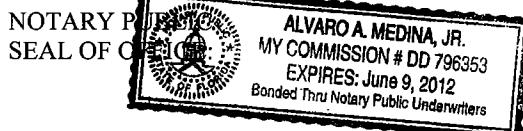
State of Florida

County of Miami-Dade

On this the 15 day of September, 2009, before me, the undersigned Notary Public of the State of Florida, personally appeared ADEBAYO A. MEDINA 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, STATE OF FLORIDA



(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**

S/A

**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)

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**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  
**Print Name of Lobbyist**  
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  
BIENNIAL REGISTRATION APPLICATION**

*NSA*

**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, UNDER 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.

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

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**ANNUAL REPORT:** On July 1<sup>st</sup> 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) \_\_\_\_\_

**IFB No. 2009.08.20**

**CITY OF CORAL GABLES  
WILLIAM H. KERDYK TENNIS CENTER**

**CONSTRUCTION FORMS**

**ATTACHMENT “B”**

**Do not submit with IFB; included for reference purposes only.  
Contract shall be completed upon award of project.**

## BID BOND

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

KNOWN ALL MEN BY THESE PRESENTS, That we  
as **BMA CONSTRUCTION, INC.** Principal, and  
, as Surety, are held and firmly bonded unto the City of Coral Gables as Owner in the  
penal sum of Five Percent of Amount Bid 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.

Developers Surety and  
Indemnity Company

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  
September 17 , 2009 , for

### **WILLIAM H. KERDYK TENNIS CENTER RENOVATIONS AND STORAGE/BLEACHERS BUILDING 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.

1 of 2

### BID BOND

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this 17th day of September, 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

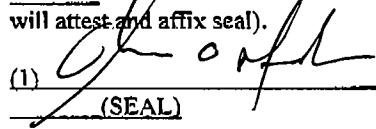
(If Sole Ownership or Partnership,  
Two (2) Witnesses Required.  
If Corporation, Secretary Only

will attest and affix seal).

(1)

(SEAL)

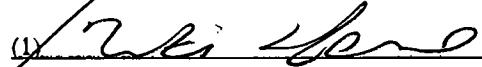
(2)



State

#### WITNESS:

(1)



(2)

(SEAL)

In-Fact

#### PRINCIPAL

BMA Construction, Inc.

Name of Firm



Signature of Authorized Officer

Title

Business Address

1000 N.W. 54th Street

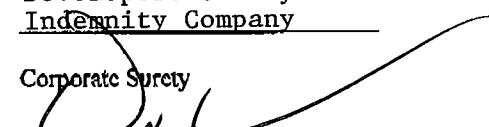
City,

Miami, FL 33127

#### SURETY:

Developers Surety and  
Indemnity Company

Corporate Surety

 Warren M. Alter Attorney-

P.O. Box 19725

Business Address

Irvine, CA 92623

City,

State

Nielson, Alter & Associates

Name of Local Agency

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, do each, hereby make, constitute and appoint:

\*\*\*Charles J. Nielson, Warren M. Alter, Charles D. Nielson, Brett M. Rosenhaus, Kevin R. Wojtowicz, Laura Mosholder, Jason Katz, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: Stephen T. Pate  
Stephen T. Pate, Senior Vice President

1960-1961

By: Charles L. Day  
Charles L. Day, Assistant Secretary

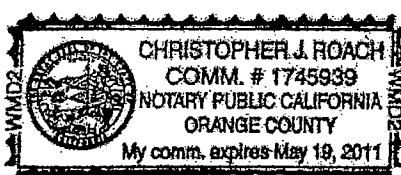
State of California  
County of Orange

On January 1st, 2008 before me,  
Date

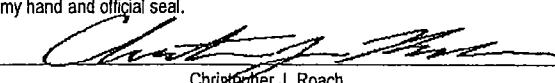
Christopher J. Roach, Notary Public

Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_ Stephen T. Pate and Charles L. Day  
Name(s) of Signer(s)



Place Notary Seal Above



**CERTIFICATE**

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 17th day of September 2009

By: Albert Hillebrand  
Albert Hillebrand, Assistant Secretary

## CONTRACT

THIS CONTRACT made and entered into on the (\*) \_\_\_\_\_ day of \_\_\_\_\_, A. D., 20\_\_\_\_, by and between the City of Coral Gables, Florida, the first party, and \_\_\_\_\_, the second party.

WITNESSETH: That the second party, for the consideration hereinafter fully set out, hereby agrees with the first party as follows:

1. That the second party shall furnish all materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to perform the following work in accordance with the Plans and Specifications therefore, the Invitation for Bids package, all of which are hereby a part hereof by reference as is fully set forth herein, at the following described location.

### BID NAME AND NUMBER HERE

2. That the second party shall commence and complete the work to be performed under this contract as set forth in the Bid.

3. The first party hereby agrees to make payment to the second party for the faithful performance of this contract, subject to additions and deductions as provided in the Plans and Specifications or Bid, by cash, as follows:

a. The first party shall make partial payments to the second party within 30 days of receipt of an estimate duly certified and approved by the City Manager, of work performed during the preceding calendar month by the second party, less ten percent (10%) of the amount of such estimate which is to be retained by the first party until all work has been performed strictly in accordance with this contract and until such work has been accepted by the first party.

b. Upon submission by the second party of evidence satisfactory to the first party that all payrolls, material bills and other costs incurred by the second party in connection with the construction of the work have been paid in full, final payment on the account of this contract shall be made within thirty (30) days after the completion by the second party of all work covered by this contract and the acceptance of such work by the first party.

4. That the second party shall perform all work according to all procedures specified in the Invitation for Bids package.

\* To be dated by the City of Coral Gables

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and date first above written in four (4) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

THE CITY OF CORAL GABLES  
CORAL GABLES, FLORIDA

ATTEST:

(SEAL)

---

## City Manager

Authority of Resolution No.

\_\_\_\_\_ passed and adopted by the City  
Commission on \_\_\_\_\_,  
20\_\_\_\_\_.

WITNESSES: (If Sole Ownership or Partnership, Two (2) Witnesses Required. If Corporation, Secretary (SEAL  
only will attest and affix seal).

## PRINCIPAL:

(1)

(1)

Signature of Authorized Officer

(2)

**Title**

### Title

ATTEST:

---

By

---

**Title**



**CONTRACTOR'S PERFORMANCE AND PAYMENT BOND**  
**(SURETY)**

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

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as Principal, and  
\_\_\_\_\_  
\_\_\_\_\_

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

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

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

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



Contractor's Performance and Payment Bond (Surety)

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

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## Contractor's Performance and Payment Bond (Surety)

## WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(SEAL)  
(Witness)

(Witness)  
Individual)

(Signature of Individual)

(Printed Name of

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

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm)

(Witness)

(Signature of Individual)

## WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

## Partnership

(Name of Firm) A

BY

## Partner

## WHEN THE PRINCIPAL IS A CORPORATION:

---

**ATTEST:**

## Corporation

### Correct Name of

3 of 5

Contractor's Performance and Payment Bond (Surety)

By \_\_\_\_\_

\_\_\_\_\_  
President

(Corporate Seal)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address of Surety)

\_\_\_\_\_

\_\_\_\_\_

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



## Contractor's Performance and Payment Bond (Surety)

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, ADENAYO ABIWTA, certify that I am the secretary of the Corporation named as Principal in the within Bond; that \_\_\_\_\_, who signed the said Bond on behalf of the Principal, was then \_\_\_\_\_ of \_\_\_\_\_ said Corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

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

(Corporate Seal)

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

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

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

---

Large

**Notary Public State of Florida at**

## My Commission Expires

5 of 5

**CONTRACTOR'S PERFORMANCE AND PAYMENT BOND**  
**(CASH)**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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



Contractor's Performance and Payment Bond (Cash)

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

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

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

Approved as to form:

City Attorney

## WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Signature of Individual)

(Witness)  
Individual)

(Printed Name of

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

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm)

(Witness)

(Signature of Individual)

## WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

## Partnership

(Name of Firm) A

BY

Partner

## WHEN THE CONTRACTOR IS A CORPORATION:

ATTEST:

## Corporation

**Correct Name of**

(Secretary)

### President

(Corporate Seal)

3 of 4

Contractor's Performance and Payment Bond (Cash)

CORPORATE CERTIFICATE

I, \_\_\_\_\_

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

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

\_\_\_\_\_  
President

\_\_\_\_\_  
(Corporate Seal)



## **PARTIAL RELEASE OF LIEN**

KNOW ALL MEN BY THESE PRESENTS:

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

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

**WITNESSES:**

.....(SEAL)

.....  
By.....

### Corporate Officer

Name: \_\_\_\_\_

Title:

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

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

### Officer

## Corporate

Sworn to and subscribed before me this .....day of .....,  
20.....

My Commission Expires:

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

1 of 1

## **FINAL RELEASE OF LIEN**

KNOW ALL MEN BY THESE PRESENTS:

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

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

**WITNESSES:**

.....(SEAL)

By.....

## Corporate Officer

Name:

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

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

..... Corporate

### My Commission Expires:

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