

ORIGINAL



## 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

### BIDDER ACKNOWLEDGEMENT

<b>VENETIAN POOL REPAIRS</b>  <b>IFB No. 2009.09.04</b>  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.	Bids must be received prior to 2:00 P.M. Thursday, September 17, 2009 and may not be withdrawn within 90 calendar days after such date and time.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's Office located at 2800 SW 72 <sup>nd</sup> Avenue, Miami, FL 33155. All Proposals received after the specified date and time will be returned unopened.  Contact: Joe V. Rodriguez, CPPB, FCCM Telephone: 305-460-5121 Facsimile: 305-460-5116 <a href="mailto:contracts@coralgables.com">contracts@coralgables.com</a>
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### **BIDDERS ACKNOWLEDGEMENT**

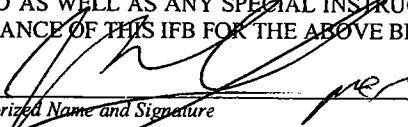
THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE BID PRIOR TO THE DATE AND THE TIME OF BID OPENING. THE BID SUMMARY SHEET PAGES ON WHICH THE BIDS ACTUALLY SUBMITS A BID AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE BID DOCUMENT.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

Bidders Name: <u>DiPompeo Construction Corporation</u>	Fed. ID No. or SS Number: <u>650426294</u>
Complete Mailing Address: <u>2301 NW 33rd Court #102 Pompano Beach, FL 33069</u>	Telephone No.: <u>(954) 917-5252</u>
	Fax No.: <u>(954) 974-4646</u>
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Reason for no Response:
Bid Bond/Security Bond is attached in the amount of \$ <u>5% of bid amount</u>	

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

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

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

  
President

9/17/09

Title

Date

Authorized Name and Signature

John DiPompeo Jr.



# 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 6

### **Invitation for Bid (IFB) No 2009.09.20**

#### **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 9/11/09 Initials JD

Addendum No. 2 Date 9/16/09 Initials JD

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

No addendum was received \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

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

6. Bidders correct legal name: DiPompeo Construction Corporation

Address: 2301 NW 33rd Court - Unit #102

City/State/Zip: Pompano Beach, FL 33069

Telephone No./Fax No.: (954) 917-5252/(954) 974-4646

Social Security or Federal I.D. No.: 650426294

Officer signing Bids: John DiPompeo Jr. Title: President

**STATEMENT OF NO BID**

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

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

We, the undersigned, have declined to submit a bid on your RFP No 2009.09.20 – Venetian Pool Repairs.

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

**SECTION 7**

**Invitation for Bid (IFB) No 2009.09.20**

**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.

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BIDDERS NAME: DiPompeo Construction Corporation

CONTACT NAME / TITLE: John DiPompeo Jr., President

SIGNATURE:  DATE: 9/17/09

ADDRESS: 2301 NW 33rd Court - Unit #102, Pompano Beach, FL 33069

TELEPHONE 917-5252 (954) FACSIMILE 974-4646 (954) EMAIL: jdipompeo@  
dipompeoconstruction.com

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**7.2 PROJECT BID AMOUNT**

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

Base Bid Price	<u>\$ 434,000.00</u>
Allowance account	<u>\$ 30,000.00</u>
Total Bid Amount	<u>\$ 464,000.00</u>

Total Bid: (written): four hundred sixty-four thousand dollars.

The total bid amount shall equal the Base Bid price plus Allowance Account. The City reserves the right to award or reject any and/or all bids.

**7.3 SCHEDULE OF VALUES  
ALTERNATES (DEDUCTIVE / ADDITIVE)**

Refer to Section 01230 of the Technical Specifications for a description of each of the following Alternates:

▪ Deductive Alternate # 1	\$ 5,113.00
▪ Deductive Alternate # 2	\$ 7,049.00
▪ Deductive Alternate # 3	\$ 16,320.00
▪ Deductive Alternate # 4	\$ 30,152.00
▪ Deductive Alternate # 5	\$ 3,500.00
▪ Additive Alternate # 6	\$ 148,506.
▪ Additive Alternate # 7A	\$ 880.00
▪ Additive Alternate # 7B	\$ 41,250.00

The City reserves the right to select any combination of the Total Bid and Alternates.

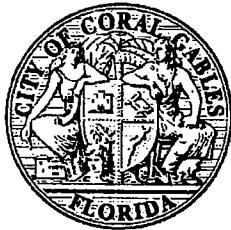
BIDDERS NAME: DiPompeo Construction Corporation

CONTACT NAME / TITLE: John DiPompeo Jr, President

SIGNATURE:  DATE: 9/17/09

ADDRESS: 2301 NW 33rd Court - Unit #102, Pompano Beach, FL 33069

TELEPHONE (954) 917-5252 FACSIMILE 974-4646 EMAIL: jdiipompeo@  
dipompeoconstruction.com



**INVITATION FOR BID**

**IFB # 2009.09.04**  
**Venetian Pool Renovation**

**ADDENDUM No. 2**  
**Issued Date: September 16, 2009**

**All bidders are hereby instructed to incorporate the information provided in this addendum during the bid preparation for this project. This document will amend information presented on the contract plans and specifications**

Pool measurements for crack repairs, please provide pricing as requested.

Crack repairs:	7,500 lf
Cost:	\$ <u>21<sup>34</sup>/<sub>xx</sub></u> /lf
Total:	\$ <u>160,050<sup>00</sup>/<sub>xx</sub></u> repairs.

Price will be adjusted accordingly.

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

**Sincerely,**

A handwritten signature in black ink that appears to read "Michael Pounds".

**Michael Pounds**  
**Chief Procurement Officer**

**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: DiPompeo Construction Corporation

CONTACT NAME: John DiPompeo Jr.

TITLE: President

ADDRESS: 2301 NW 33rd Court - Unit #102

Pompano Beach, FL 33069

TELEPHONE (954) 917-5252 FACSIMILE (954) 974-4646

EMAIL: jdpompeo@dipompeoconstruction.com

FEDERAL EMPLOYER ID NO: 650426294

MARK ONE: CORPORATION  PARTNERSHIP  INDIVIDUAL  OTHER

List all current licenses held and provide copies

(a) STATE OF FLORIDA CGC037741

(b) MIAMI DADE COUNTY

(c) CITY OF CORAL GABLES MUNICIPAL LICENSE

(d) OTHERS

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

Proposers Name: DiPompeo Construction Corporation

The address of the principal place of business is: 2301 NW 33rd Court - Unit #102

Pompano Beach, FL 33069

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

a. Date of Incorporation: 1993

b. State of Incorporation: Florida

c. President's: John DiPompeo Jr.

d. Vice President's: John DiPompeo Sr.

e. Secretary: John DiPompeo Sr.

f. Treasurer: John DiPompeo Sr.

g. Name and address of Resident Agent: John DiPompeo Jr.

2301 NW 33rd Court - Unit #102, Pompano Beach, FL 33069

Telephone: (954) 917-5252 Facsimile: (954) 974-4646

Email: jdiptompeo@dipompeoconstruction.com

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

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:

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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:

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

No

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

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

16 years

a. Under what other former names has organization operated?

N/A

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

CGC037741 (attached)

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) X (N) \_\_\_\_\_

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

No

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

No

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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 of Tamarac

John Doherty 6011 Nob Hill Rd., Tamarac, FL (954) 597-3706  
(name) (address) (phone number)

Danny Ezzeddine 401 NW 70th Terr., Plantation, FL (954) 797-2256  
(name) (address) (phone number)

Lee Davis School Board of Broward County  
1700 SW 14th Ct., Ft. Lauderdale, FL (754) 321-1591

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

Project Manager Name: John Monahan

Title: Project Manager

Telephone: (954) 917-5252 Facsimile: (954) 974-4646

Email address: jmonahan@dipompeoconstruction.com

Provide the following information regarding your Insurance Requirements:

- a. Name of Insurance Carrier: Brown & Brown of Florida
- b. Type of Coverage: see attached insurance certificate
- c. Limits of Liability: see attached insurance certificate
- d. Coverage/Policy Dates: see attached insurance certificate
- e. Name of Insurance Agent(s): Michael Holmes
- f. Agent(s) telephone including area code: (305) 364-7800

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:

<b>FIRM NAME/ADDRESS</b>	<b>DATE OF JOB</b>	<b>DESCRIPTION OF JOB</b>
<u>(see attached)</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:

See Attached

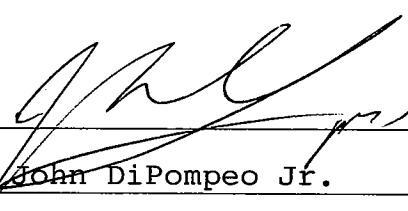
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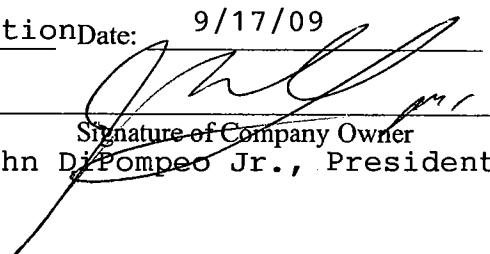
18. Provide any additional information as to qualifications and/or experience, attach documentation to this form.

Signed:  Title: President

Type Name: John DiPompeo Jr.

Company: DiPompeo Construction Corporation

Date: 9/17/09

  
Signature of Company Owner  
John DiPompeo Jr., President

STATE OF Florida

COUNTY OF Broward

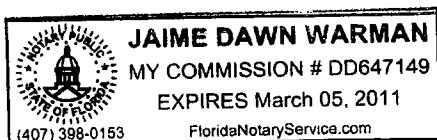
PERSONALLY APPEARED BEFORE ME, the undersigned authority John DiPompeo Jr.  
(Name of individual signing)

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

17 date of September, 2009

Commission expires: March 05, 2011

  
Jaime Dawn Warman  
Notary Public





# *Di Pompeo* Construction Corporation CGC 037741 • A Family Tradition Since 1927

*General Contractors • Design Builders • Construction Managers*

**REFERENCES PER ITEM #17, PG. 7 OF 29**

1.	Maria Oscello City of Margate 57900 Margate Blvd. Margate, FL 33063	954 444-7399 phone 954 974-1765 fax Email: <a href="mailto:ccove@margatefl.com">ccove@margatefl.com</a>
2.	John Doherty City of Tamarac 6011 Nob Hill Rd., 2 <sup>nd</sup> fl. Tamarac, FL 33321	954 597-3706 phone 954 597-3710 fax Email: <a href="mailto:Johnd@tamarac.org">Johnd@tamarac.org</a>
3.	John McCarthy Palm Beach County Commissioners 3326 Forest Hills Blvd., #A323 W. Palm Beach, FL 33406	561 966-6634 phone 561 355-3990 fax
4.	Danny Ezzeddine City of Plantation 401 NW 70 <sup>th</sup> Terrace Plantation, FL 33317	954 797-2256 phone 954 797-2761 fax Email: <a href="mailto:dezzeddine@plantation.org">dezzeddine@plantation.org</a>
5.	Mark Beatty MPA Architects 1801 Centrepark Dr. E. W. Palm Beach, FL 33401	561 683-7000 phone 561 478-3922 fax Email: <a href="mailto:mbeatty@mpa-pb.com">mbeatty@mpa-pb.com</a>
6.	Abbas Zackria Walters Zackria Architects 620 SE 1 <sup>st</sup> St. Ft. Lauderdale, FL 33301	954 522-4123 954 522-4128 Email: <a href="mailto:rswaia@bellsouth.net">rswaia@bellsouth.net</a>

2301 N.W. 33rd Court, Unit #102 • Pompano Beach, Florida 33069 • Telephone: (954) 917-5252 • Fax: (954) 974-4646



**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to City of Coral Gables  
[print name of the public entity]

by John DiPompeo Jr., President  
[print individual's name and title]

for DiPompeo Construction Corporation  
[print name of entity submitting sworn statement]

Whose business address is:

2301 NW 33rd Court - Unit #102  
Pompano Beach, FL 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is 650426294

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 Proposal on contracts for the provision of goods or

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

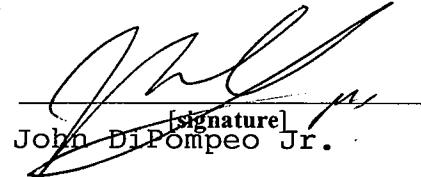
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

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

[attach a copy of the final order]

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



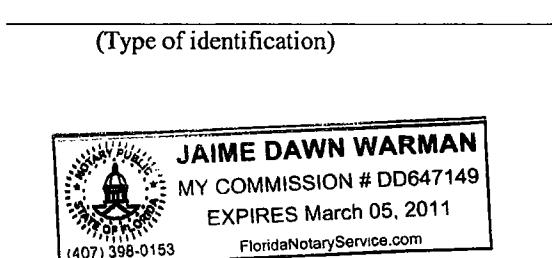
[signature]  
John DiPompeo Jr.

Sworn to and subscribed before me this 17th day of September, 2009

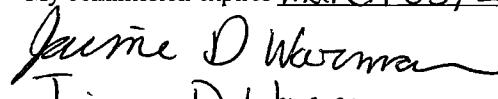
Personally known John D. Pompe Jr.

OR Produced identification \_\_\_\_\_

Notary Public - State of Florida



My commission expires March 05, 2011



Jaime D Warman  
Jaime D Warman

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

## CONE OF SILENCE

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

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

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

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

- a. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members;
- b. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and/or the city manager's office, with city department heads, the city departments' staff, selection committee or evaluation committee members.

(3) *Applicability.*

- a. The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.
- b. The cone of silence shall not apply to:
  1. Informal bids as defined in the procurement code;
  2. Emergency purchases of supplies, services or construction;
  3. Duly noticed pre-bid or pre-proposal conferences;
  4. Duly noticed site visits;
  5. Sole source procurements;
  6. Bid waivers;
  7. Oral presentations during duly noticed meetings;
  8. Competitive negotiations;
  9. Public presentations made to the city commission during any duly noticed public meeting;
  10. Contract negotiations and electronic commerce;
  11. Inquiries by the city commissioners or third parties to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process;
  12. Written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
  13. Communications with the city attorney;
  14. Communications between a city commissioner, the city manager, assistant city managers, the city clerk and the city attorney;
  15. Communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney and potential offerors, vendors, service providers, lobbyists or consultants;
  16. Communications between the city manager or assistant city managers and the chairperson of the selection committee after the selection committee has submitted its written recommendations to the city manager on any and all matters relating to the recommendations. Should any change occur in the committee recommendation as a result

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

**(4) Procedure.**

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

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

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

---

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

SIGNED:

TITLE: President

*Please sign and type or Print Name:*

*John DiPompeo Jr.*

COMPANY:

*DiPompeo Construction Corporation*

DATE:

*9/17/09*

## CODE OF ETHICS AND CONFLICT OF INTEREST

### Sec. 2-1055. Ethics

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

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

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

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

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

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

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

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

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

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

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

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

---

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

SIGNED:

*John DiPompeo Jr.*  
Please sign and type or Print Name:

TITLE: President

COMPANY:

DiPompeo Construction Corporation

DATE:

9/17/09

## FORMAL SOLICITATIONS PROTEST PROCEDURES

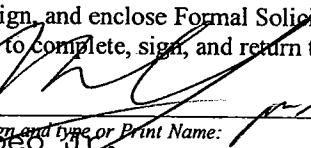
### Sec. 2-950. Resolution of protested solicitations and awards—Formal

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

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

---

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

SIGNED:   
John DiPompeo Please sign and type or Print Name:

TITLE: President

COMPANY: DiPompeo Construction Corporation

DATE: 9/17/09

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

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

This sworn statement is submitted to City of Coral Gables  
(print name of public entity)

by John DiPompeo Jr., President  
(print individual's name and title)

for DiPompeo Construction Corporation  
(print name of entity submitting sworn statement)

whose business address is: 2301 NW 33rd Court - Unit #102  
Pompano Beach, FL 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is 650426294  
(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

  
John DiPompeo Jr.

Sworn to and subscribed before me this 17th day of September, 20 09

Personally known John DiPompeo Jr

or produced identification:

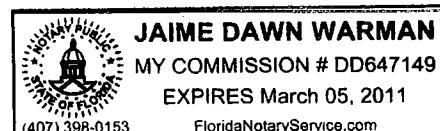
Notary Public, State of Florida

[Type of Identification]

My Commission Expires March 05, 2011

Jaime D Warman  
Jaime D Warman

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



## CERTIFIED RESOLUTION

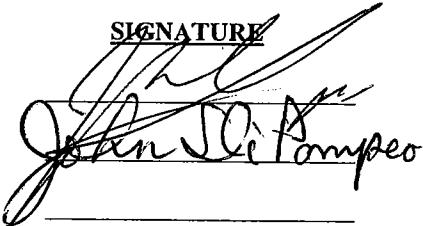
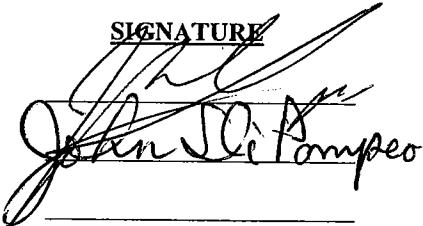
I, John DiPompeo Sr., duly elected Secretary of DiPompeo Construction Corporation, a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation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

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

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

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

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>John DiPompeo Jr.</u>	<u>President</u>	
<u>John DiPompeo Sr.</u>	<u>V.P./Secretary/Treasurer</u>	

Given under my hand and the Seal of said corporation this 17 day of September, 2009

(SEAL)

By:  John DiPompeo Sr., Secretary

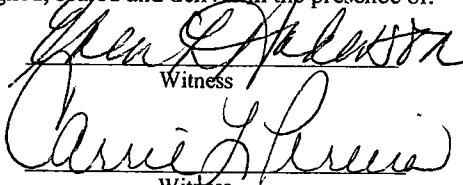
DiPompeo Construction Corporation

Name of Corporation

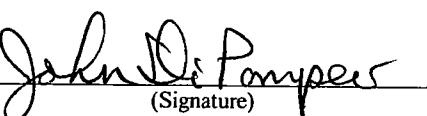
**NOTE:**

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

Signed, sealed and deliver in the presence of:

  
Witness  
Carol Green

By:

  
(Signature)

John DiPompeo Sr.

(Print Name)  
V.P./Secretary/Treasurer

## FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

## DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

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

607.1501 Authority of foreign corporation to transact business required.

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

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

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

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

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OR PROPOSER

**Offeror's Certification****WHEN OFFERER IS A PARTNERSHIP**

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

Print Name of Partnership

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

Witness

Print Name of Partner

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Registration

State of Florida

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned Notary Public of the State of Florida,  
personally appeared \_\_\_\_\_ as whose name(s) is/are Subscribed  
(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

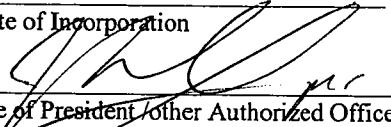
IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 17 day of Sept., 2009.

DiPompeo Construction Corporation  
Print Name of Corporation

Florida

Print State of Incorporation

(CORPORATE SEAL)

By:   
Signature of President/other Authorized Officer

John DiPompeo Jr.

Print Name of President/other Authorized Officer

2301 NW 33rd Court - Unit #102

Address of Corporation

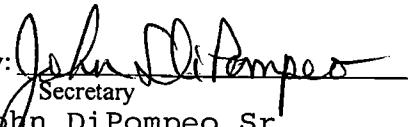
Pompano Beach, FL 33069

City/State/Zip

(954) 917-5252

Business Telephone Number

ATTEST:

By:   
Secretary  
John DiPompeo Sr.

On this 17 day of September, 2009 before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by

John DiPompeo Jr., President  
(Name of Corporate Officer(s) and Title(s))

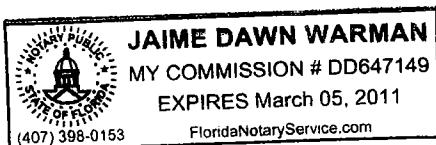
of DiPompeo Construction Corporation on behalf of the Corporation.  
(Name of Corporation and State of Place of Incorporation)

State of Florida

WITNESS my hand  
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:



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

Personally known to me, or  
Produced identification:

(Type of Identification Produced)

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

**Offeror's Certification****WHEN OFFERER IS A SOLE PROPRIETORSHIP OR  
OPERATES UNDER A FICTITIOUS OR TRADE NAME**

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

Print Name of Firm

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

Witness

Print Name of Individual

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Florida

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned Notary Public of the  
State of Florida, personally appeared \_\_\_\_\_

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

WITNESS my hand  
and official seal

**NOTARY PUBLIC, STATE OF FLORIDA**

**NOTARY PUBLIC  
SEAL OF OFFICE:**

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

Personally known to me, or  
Produced identification:

(Type of Identification Produced)

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

## NON-COLLUSION AFFIDAVIT

State of Florida)

)ss.

County of Broward)

John DiPompeo Jr.

being first duly sworn,

deposes

and says that:

- (1) Affiant is the President,  
(Owner, Partner, Officer, Representative or Agent) of  
DiPompeo Construction Corporation 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.

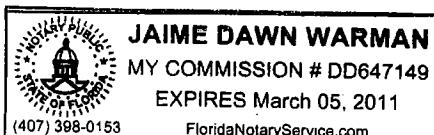
John DiPompeo Jr.

On this the 17th day of September, 2009, before me the undersigned Notary Public of the State of Florida, personally appeared John DiPompeo Jr. and whose name is subscribed to the within instrument and acknowledge its execution.

  
Jaime Dawn Warman  
Notary Public State of Florida

Seal of Office

Personally known to me.



August 2009

City of Coral Gables, FL

IFB No. 2009.09.04

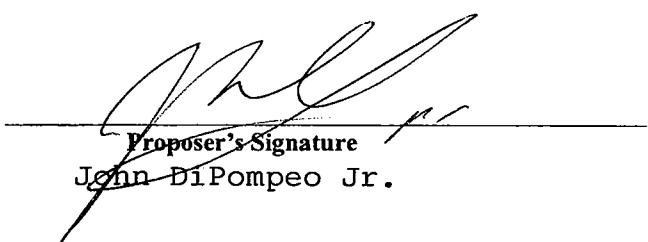
Forms Page 23 of 29

## DRUG-FREE WORK PLACE FORM

DiPompeo Construction  
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Corporation  
does: (Name of Business)

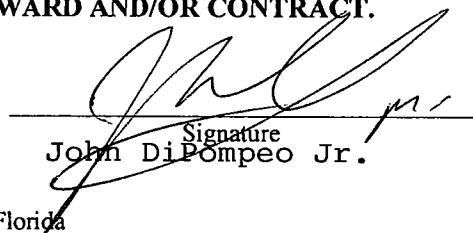
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about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

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

  
\_\_\_\_\_  
Proposer's Signature  
John DiPompeo Jr.

\_\_\_\_\_  
9/17/09  
Date

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

  
Signature  
John DiPompeo Jr.

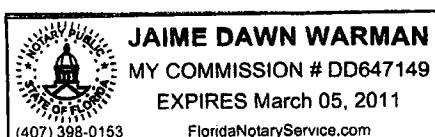
State of Florida

County of Broward

On this the 17 day of Sept., 2009, before me, the undersigned Notary Public of the State of Florida, personally appeared John DiPompeo Jr. 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

NOTARY PUBLIC  
SEAL OF OFFICE:



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

Personally known to me, or  
Produced identification:

(Type of Identification Produced)

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

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

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

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

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

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

Your Name: (Print) \_\_\_\_\_  
**LOBBYIST**

Your Business Name: (Print) \_\_\_\_\_

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

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

Client you are representing on this issue:

Name of Client: (Print) \_\_\_\_\_

Client's Address:  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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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  
BIEENNIAL REGISTRATION APPLICATION**

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

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

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

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

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

Name: (Print)

LOBB FISH

**Business Name. (Firm)** \_\_\_\_\_

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

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

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

**ANNUAL REPORT:** On July 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) \_\_\_\_\_

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CH  
DI POM-2

DATE (MM/DD/YYYY)  
09/08/09

PRODUCER		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.	
BROWN & BROWN OF FLORIDA INC 8000 GOVERNORS SQUARE BLVD 400 MIAMI LAKES FL 33016-1588 Phone: 305-364-7800 Fax: 305-822-5687		INSURERS AFFORDING COVERAGE	
INSURED		NAIC #	
DIPOMPEO CONSTRUCTION CORP 2301 N.W. 33RD COURT, UNIT 102 POMPANO BEACH FL 33069		INSURER A: FCCI ADVANTAGE INSURANCE CO	12842
INSURER B: NATIONAL TRUST INSURANCE CO		20141	
INSURER C: NORTH RIVER INS CO		21105	
INSURER D: FCCI INSURANCE COMPANY		10178	
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 LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>	GL00082211	02/01/09	02/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	X	AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Hired Auto P.D.	CA0128571  \$100 COMP / \$500 COLL DBD	02/01/09	02/01/10	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY  X OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE X RETENTION \$ 0	5530920399	02/01/09	02/01/10	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001WC09A61355	02/01/09	02/01/10	X WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Equipment Floater Leased or Rented	CM00044031	02/01/09	02/01/10	Equipment Limit 300,000

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

RE: IFB #2009.09.04, Venetian Pool Repairs; The City of Coral Gables is an Additional Insured on a primary & non-contributory basis, when required by written contract, with respects to General Liability and Auto Liability. Waiver of Subrogation applies to General Liability. \*10 Days notice for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

CIT-134

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

CITY OF CORAL GABLES  
RISK MANAGEMENT DIVISION  
2801 SALZEDO STREET, 2ND FLOOR  
CORAL GABLES FL 33134

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL

30\* DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL

IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Chaseley*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED - WHEN REQUIRED  
IN WRITTEN AGREEMENT WITH YOU  
LIABILITY FOR ACTIONS OF NAMED INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

All of the terms, conditions, exclusions and limitations of the above coverage form apply except as specifically stated below.

- A. Section II - Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an additional insured on your policy ("the Agreement to Insure"). Certificates of insurance will not be considered an Agreement to Insure.
- B. Such person or organization is an additional insured but only with respect to your negligent actions, or that of your subcontractors, which cause liability to be imposed on such person or organization without fault on the part of said person or organization.
- C. With respect to the insurance afforded to the additional insureds, there is no coverage for:  
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities.
- D. Any coverage provided to the additional insured by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the Agreement to Insure specifically requires that this insurance be primary or non-contributory.
- E. If the Agreement to Insure requires that this insurance be primary only, and there is other insurance available to the additional insured, we will share in the loss with that other insurance by the method described in the policy. As a condition of coverage under this endorsement, the additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer that covers or may cover any loss covered under this endorsement.
- F. If the Agreement to Insure requires that this insurance be non-contributory, the coverage provided by this endorsement shall be primary without contribution from any other liability insurance available to the additional insured.
- G. The limits of insurance available to the additional insured are inclusive of and not in addition to those available to you, and will equal the lesser of:
  - (1) the limits specified in the Agreement to Insure; and

- (2) the limits specified in the Declarations of this policy. Nothing herein shall increase the limits stated in Section III - Limits of Insurance. The limits shown in the declarations may have been reduced by past paid claims or may be reduced by future claims.
- H. This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" unless the Agreement to Insure specifically requires such coverage and then only to the extent and duration required in the Agreement to Insure.
- I. Any additional insured under this endorsement will as soon as practicable:
  - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
  - (2) Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
  - (3) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
  - (4) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- J. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured. We will defend the additional insured only if the following conditions are met:
  - (1) the allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the named insured and the interests of the additional insured; and
  - (2) the named insured and the additional insured ask us to conduct and control the defense of the additional insured and agree that we can assign the same counsel to defend the named insured and the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSUREDS – PRIMARY/NON-CONTRIBUTORY COVERAGE  
WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to SECTION IV – Commercial General Liability Conditions, Paragraph 4, entitled "Other Insurance", subsection b. entitled "Excess Insurance", paragraph (1):

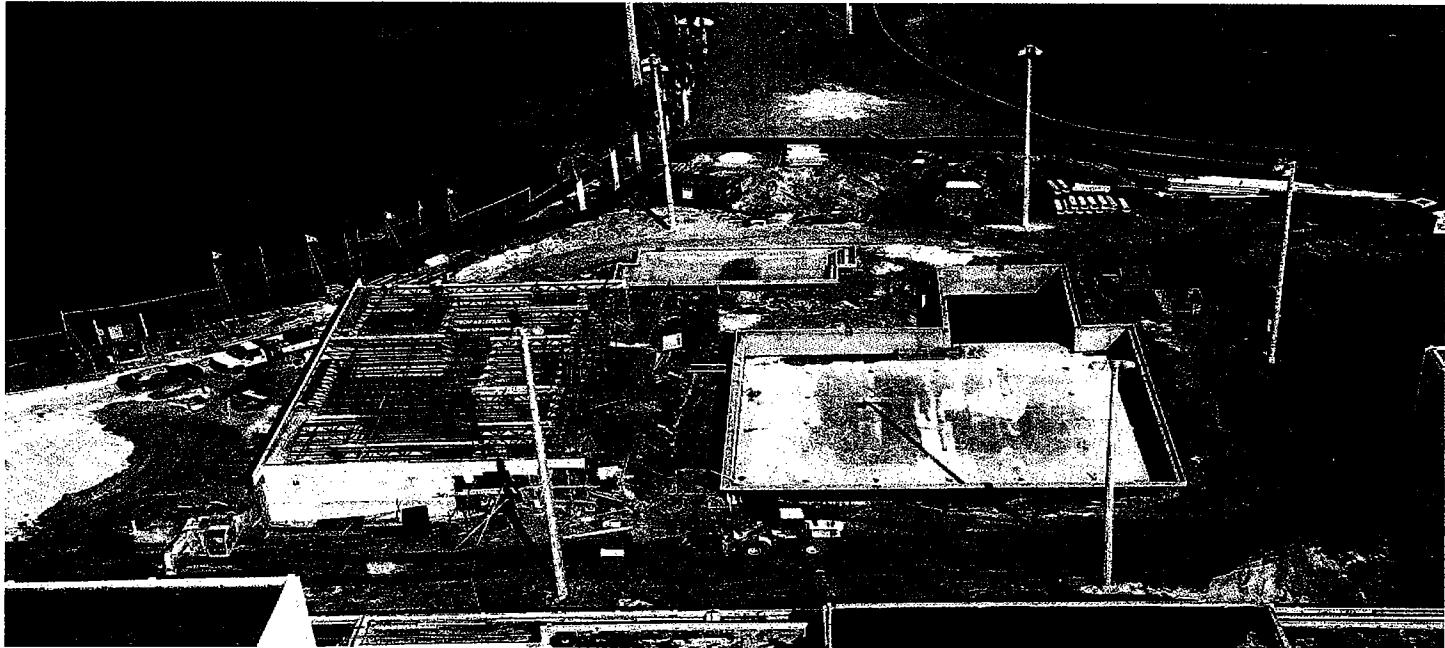
This insurance is excess over:

- (e) Any other insurance naming an additional insured as an insured on a primary basis, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary and noncontributing. The written contract must be currently in effect or become effective during the term of this policy and must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury."



# Nova High School Swimming Facility

## Ft. Lauderdale, Florida



Cost of Project:	\$3,997,000
Cost of Project/SF:	\$280/SF
% of Work Performed With Our Own Forces:	21%
Commencement Date:	December 2008
Completion Date:	December 2009
Firm's Responsibility:	General Contractor
Location of Project:	3600 College Avenue Davie, Florida 33314
Staff:	Project Manager, Jon Shambo Sr. Project Coordinator, Carrie Pereira General Superintendent, Alex Sakeronja The Broward County School Board 1700 SW 14th Court Ft. Lauderdale, Florida 33312
Owner:	Greg Boardman (754) 321-1620 Walters, Zackria Associates 620 SE 1st Street Ft. Lauderdale, Florida 33301 Abbas Zackria (954) 522-4123
Architect:	

### Description of Work Performed:

Demolish existing competition pool and pump house building, import 6,000 Cy fill to construct new 392,000 gallon/25 yard competition pool and 23,000 gallon instructional pool, as well as new masonry wall around perimeter with 12' high fencing and a 5,000 SF pump house/lifeguard building.



**General Contractor**

**Work In Progress**



# NE School Swimming Facility

## Oakland Park, Florida



Cost of Project:	\$3,477,000
Cost of Project/SF:	\$280/SF
% of Work Performed With Our Own Forces:	37%
Commencement Date:	August 2009
Completion Date:	August 2010
Firm's Responsibility:	General Contractor
Location of Project:	700 NE 56th Street Oakland Park Florida 3334
Staff:	Project Manager, Jon Shambo Sr. Project Coordinator, Carrie Pereira General Superintendent, Ray Masters
Owner:	The Broward County School Board 1700 SW 14th Court Ft. Lauderdale, Florida 33312 Greg Boardman (754) 321-1620
Architect:	Walters, Zackria Associates 620 SE 1st Street Ft. Lauderdale, Florida 33301 Abbas Zackria (954) 522-4123

### Description of Work Performed:

Demolish existing competition pool and pump house building, import 6,000 Cy fill to construct new 392,000 gallon/25 yard competition pool and 23,000 gallon instructional pool, as well as new masonry wall around perimeter with 12' high fencing and a 5,000 SF pump house/lifeguard building.

**General Contractor**

**DCC** *Di Pompeo*  
Construction Corporation  
A Family Tradition Since 1927  
General Contractors • Design Builders • Construction Managers

**Work In Progress**



# Calypso Cove Aquatics Facility

Margate, Florida



Cost of Project:

\$3,600,000

Cost of Project/SF:

\$595/SF

% of Work Performed With Our Own Forces:

18%

Commencement Date:

May 2004

Completion Date:

May 2005

Firm's Responsibility:

General Contractor

Location of Project:

6299 and 6200 Royal Palm Blvd.

Margate, Florida

Project Superintendent, Bob Zannini

City of Margate

5790 Margate Blvd.

Margate, Florida 33063

MPA Architects, Inc

Maria Oscello (954) 444-7399

Mark Beatty (561) 683-7000

George McNeill (954) 345-2107

Staff:

Owner:

Architect:

Contact:

"I found your staff to be very competent, knowledgeable and experienced. The quality of work was above industry standard and paperwork was very professional. I appreciated you going the extra mile and your personal attention to completing a successful project within an impossible time frame."

Mark S. Beatty, AIA  
MPA Architects, Inc.

#### Description of Work Performed:

New construction of five buildings, totaling 12,000 SF, a concession, pump house, locker rooms, administrative office and sitework which includes a plunge pool with two slides, competition pool and kiddy pool with interactive play structure, basketball courts, gazebos and a playground area all on a tiny three acre site adjacent to a new existing parking lot and canal.



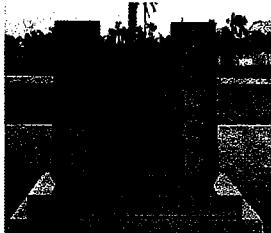
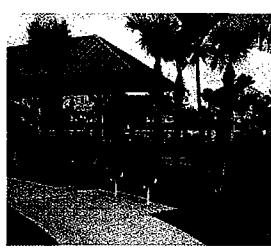
**General Contractor**

**Project Completed**



# Boynton Beach Intracoastal Park

## Boynton Beach, Florida



Cost of Project:	\$2,100,000
Cost of Project/Acre:	\$236,000/Acre
% of Work Performed With Our Own Forces:	25%
Commencement Date:	October 2002
Completion Date:	September 2003
Firm's Responsibility:	General Contractor
Location of Project:	2240 North Federal Highway Boynton Beach, Florida
Staff:	Project Manager, John Di Pompeo Jr.
Owner:	Project Superintendent, Michael Caparella City of Boynton Beach PO Box 310 Boynton Beach, Florida 33425
Architect:	Wallace Roberts & Todd
Contact:	Gerald Marston, FASLA (305) 448-0788 Franz Lafountant (561) 742-6989

"Intracoastal Park was completed on-time and on-budget allowing for contingencies that arose during the construction process. Di Pompeo Construction showed serious regard for the schedule and the process, and John Di Pompeo Jr., the President, personally oversaw all phase of work.."

Kevin D. Might  
Wallace Roberts & Todd, LLC

### Description of Work Performed:

Clearing and grubbing of a nine acre park and construct five picnic shelters, two restroom facilities and a concession building, a one acre lake, playground with surfacing, memorial structure and parking facilities.



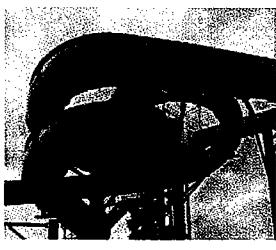
**General Contractor**

**Project Completed**



# Seminole Palms Aquatic Center

## Royal Palm Beach, Florida



Cost of Project:	\$3,900,000
Cost of Project/Acre:	\$260,000/Acre
% of Work Performed With Our Own Forces:	25%
Commencement Date:	January 2000
Completion Date:	January 2001
Firm's Responsibility:	General Contractor
Location of Project:	113 Lamstein Lane Royal Palm Beach, Florida
Staff:	Project Manager, Larry Abate
Owner:	Project Superintendent, Jon Shambo Palm Beach County Commissioners 3326 Forest Hill Blvd. #A323 West Palm Beach, Florida 33406
Architect:	Robert Currie Partnership
Contact:	John McCarthy (561) 966-6634

### Description of Work Performed:

New construction of a fifteen acre water park with slides, lazy river zero entry and competition four pools, two concession and restroom building and two acres of parking lots.



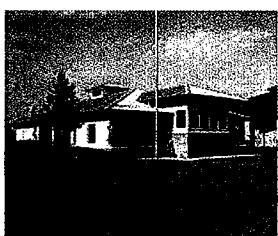
**General Contractor**

**Project Completed**



# Volunteer Park Equestrian Center

## Plantation, Florida



Cost of Project:

\$7,759,185

Cost of Project/SF:

\$123/SF

% of Work Performed With Our Own Forces:

37%

Commencement Date:

January 2004

Completion Date:

April 2005

Firm's Responsibility:

General Contractor

Location of Project:

12050 West Sunrise Blvd.

Plantation, Florida

Staff: Sr. Project Manager, John Di Pompeo Jr.

Owner: Project Superintendent, Jon Shambo

City of Plantation

401 NW 70th Terrace

Plantation, Florida 33317

Danny Ezzeddine

Phone #: (954) 797-2256

Email: [dezzeddine@plantation.org](mailto:dezzeddine@plantation.org)

Architect: Wallace Roberts & Todd

Jerry Marston (305) 448-0785

"You had the commitment and dedication to complete the Volunteer Park Project to our satisfaction within the defined project time and construction budget."

Danny Ezzeddine  
Design & Construction  
Director City of Plantation

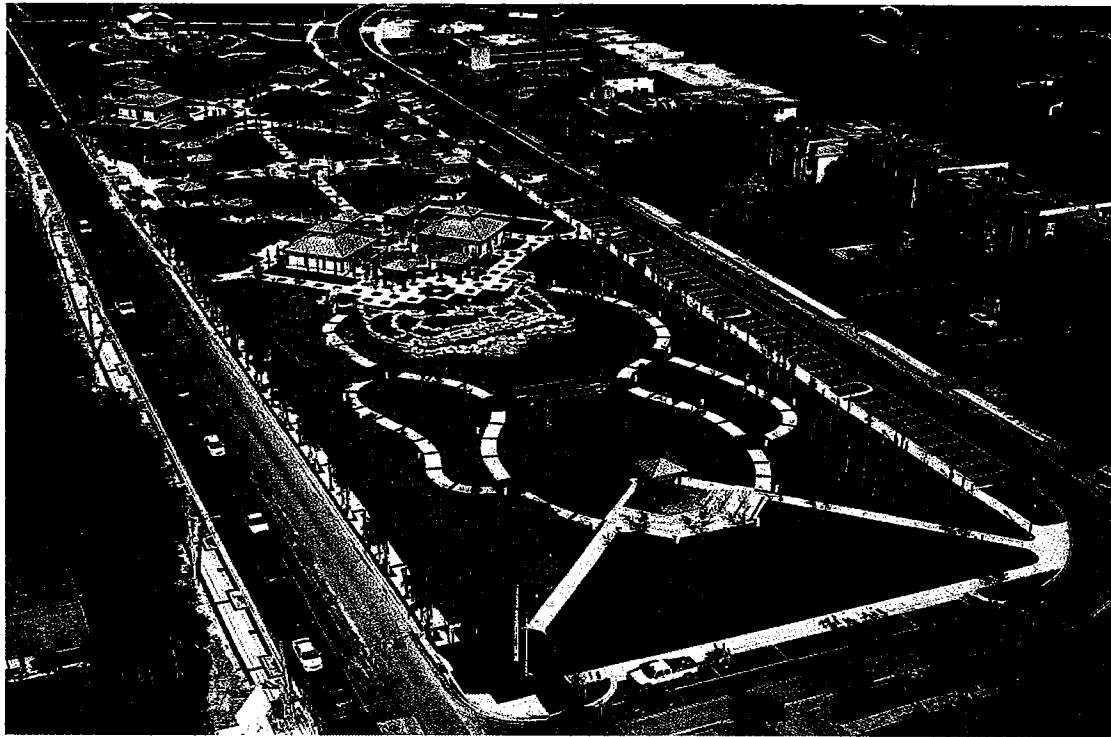
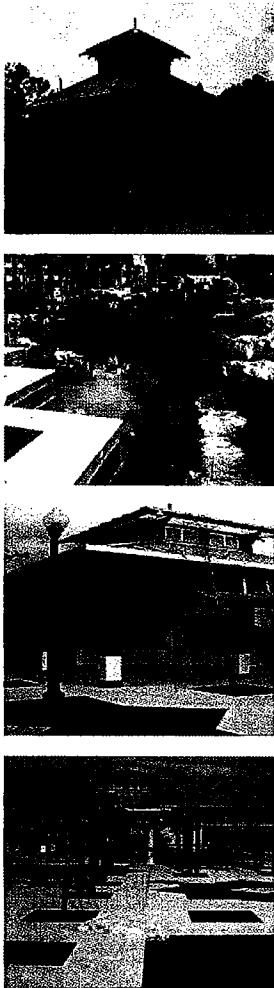
### Description of Work Performed:

Clearing and grubbing ninety-eight acres and construct an equestrian center with two prefabricated 30,000 SF metal barns, five stand/show horse rings, 3,000 SF concession building, excavating two large lakes with aquatic planting, wood bridges throughout, horse/cart trails and parking facilities.



# Veterans Park

## Royal Palm Beach, Florida



Cost of Project:	\$4,807,000
Cost of Project/Acre:	\$562,000/Acre
% of Work Performed With Our Own Forces:	39%
Commencement Date:	November 2002
Completion Date:	November 2003
Firm's Responsibility:	General Contractor
Location of Project:	1036 Royal Palm Beach Blvd. Royal Palm Beach, Florida
Staff:	Operations Manager, John Di Pompeo Jr. Project Manager & Project Superintendent, Robert Binford
Owner:	Village of Royal Palm Beach 1050 Royal Palm Beach Blvd. Royal Palm Beach, Florida 33411
Architect:	RMPK Group Russell Moore (941) 954-1718
Contact:	Lou Rechio (561) 718-2091

"Your company has done an outstanding job with the project. We were able to overcome many obstacles and challenges that we faced together, but your experience and expertise made all the difference. A "Job Well Done" to you and your staff from all of us at the Village of Royal Palm Beach."

David A. Lodwick  
Mayor for Village of  
Royal Palm Beach

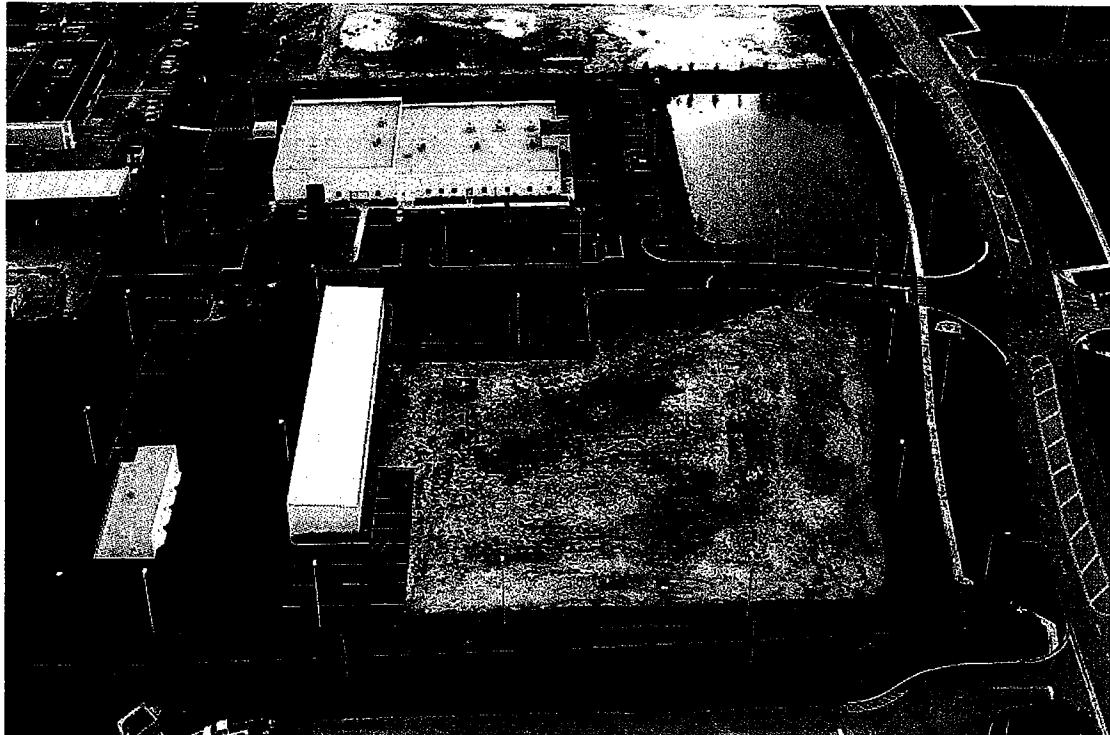
### Description of Work Performed:

Construction of a twelve acre park with rock waterfalls, playground, concession, cafe, market and restroom buildings, amphitheater building, stage and seating, fountain, twelve wooden gazebo structures, wood trellises, decorative concrete and pavers, squirting precast turtles and alligators and adjacent parking facilities.



# Tamarac Public Service Complex

## Tamarac, Florida



Cost of Project:	\$5,395,575
Cost of Project/SF:	\$189/SF
% of Work Performed With Our Own Forces:	18%
Commencement Date:	July 2007
Completion Date:	December 2008
Firm's Responsibility:	Design/Builder
Location of Project:	10101 State Street Tamarac, Florida 33321
Staff:	Sr. Project Coordinator, Carrie Pereira Project Manager, Jon Shambo General Superintendent, Alex Sakeronja
Owner:	City of Tamarac 6011 Nob Hill Road, 2nd Floor Tamarac, Florida 33321 Contact: Ray Gagnon (954) 597-3772 Email: <a href="mailto:rgagnon@tamarac.org">rgagnon@tamarac.org</a>
Architect:	Chisholm Architects, Matt Polak
Engineer:	DeRose Design Consultants, Larry DeRose

### Description of Work Performed:

Construction of a new 20,000 SF office/warehouse, a 2,000 SF storage building and a 5,600 SF prefabricated metal building on a seven acre site with a one acre lake.



# Tamarac Park Community Center

## Tamarac, Florida



Cost of Project:	\$3,600,000
Cost of Project/SF:	\$239/SF
% of Work Performed With Our Own Forces:	22%
Commencement Date:	November 2007
Completion Date:	September 2009
Firm's Responsibility:	Design/Builder
Location of Project:	7501 North University Drive Tamarac, Florida 33321
Staff:	Project Engineer, Ben Guanella Project Manager, Jon Shambo General Superintendent, Richard Dechane
Owner:	City of Tamarac 6011 Nob Hill Road, 2nd Floor Tamarac, Florida 33321 Contact: Alan Lam (954) 597-3707 Email: <a href="mailto:alanl@tamarac.org">alanl@tamarac.org</a>
Architect:	Chisholm Architects, Matt Polak
Engineer:	DeRose Design Consultants, Larry DeRose

### Description of Work Performed:

Demolish existing 10,000 SF building and replace with a 15,100 SF 2 story precast hollow core slab, metal truss, metal roof community center with instructional kitchen, game room, office, meeting rooms, arts and crafts room, concession stand and restrooms as well as install new dugouts at existing fields. Reconfigure existing parking lots for proper circulation and positive drainage.



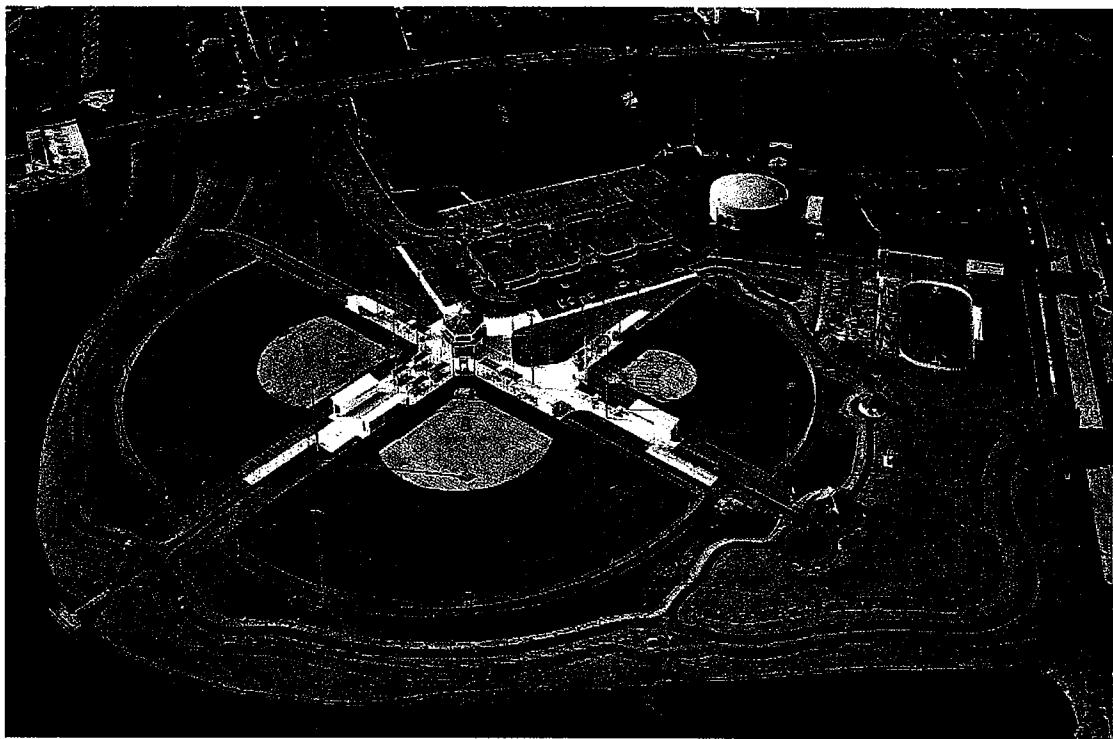
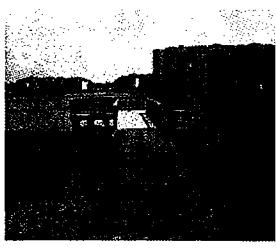
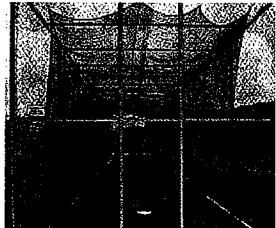
**Design/Build**

**Work In Progress**



# Tamarac Sports Complex

## Tamarac, Florida



Cost of Project:	\$6,029,700
Cost of Project/SF:	\$388,000/SF
% of Work Performed With Our Own Forces:	16%
Commencement Date:	May 2007
Completion Date:	December 2008
Firm's Responsibility:	Design/Builder
Location of Project:	9901 NW 77th Avenue Tamarac, Florida 33321
Staff:	Sr. Project Coordinator, Carrie Pereira Project Manager, Jon Shambo General Superintendent, J Sherry
Owner:	City of Tamarac 6011 Nob Hill Road, 2nd Floor Tamarac, Florida 33321 Contact: John Doherty (954) 597-3706 Email: <a href="mailto:johnd@tamarac.org">johnd@tamarac.org</a>
Architect:	Chisholm Architects, Matt Polak
Engineer:	DeRose Design Consultants, Larry DeRose

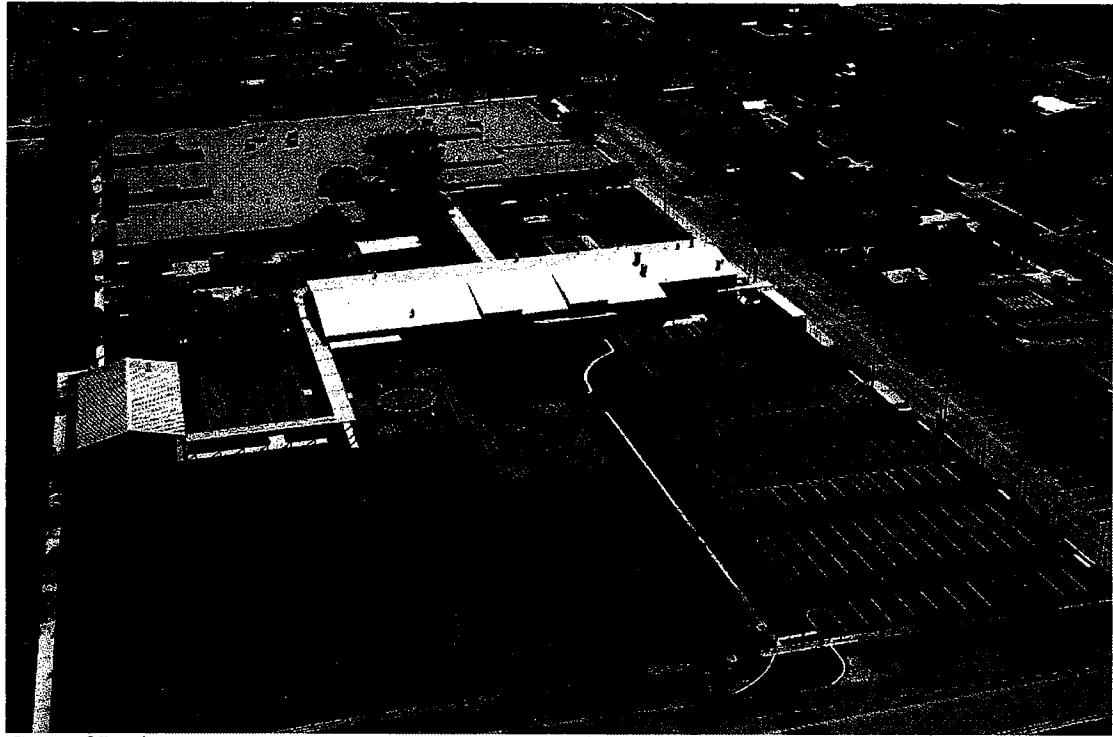
### Description of Work Performed:

Three new baseball fields, a two-story 5,000 SF concession building, two new parking lots, resurfacing existing parking lots, new playground, pavilion, fishing pier, kiosk, outdoor hockey rink, concrete paving on a fifteen acre site.



# Sheridan Park Elementary School

## Hollywood, Florida



..... When we confronted adversities and unforeseen conditions on this project and we were able to work and expedite resolve together in a professional manner, for the benefit of the project and the owner, resulting in a complete final product.

Charles A. Hughes III  
Sr. Project Manager  
Schenkel Shultz  
Architecture

Cost of Project:	\$8,087,000
Cost of Project/SF:	\$134/SF
% of Work Performed With Our Own Forces:	18%
Commencement Date:	May 2005
Completion Date:	January 2009
Firm's Responsibility:	General Contractor
Location of Project:	2310 North 70th Terrace Hollywood, Florida 33024
Staff:	Project Manager, John Di Pompeo Jr. Project Superintendent, Bob Zannini Sr. Project Coordinator, Carrie Pereira The School Board of Broward County 1700 SW 14th Court Ft. Lauderdale, Florida 33312 Megan Gallagher (754) 321-1560 Lee Davis (754) 321-1500
Owner:	Schenkel Shultz Architects, Inc.
Architect:	

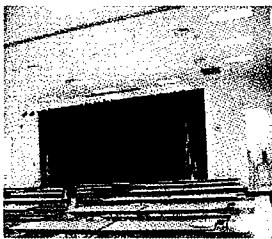
### Description of Work Performed:

Three phase construction of a new 32,000 SF cafeteria with kitchen and stage. A new classroom addition, new covered prefabricated steel play structure, four new play court areas, new parking areas, converting 8,895 SF of existing cafeteria into 6 classrooms, and retro-fitting 72,370 SF of the existing building with a fire sprinkler system ceiling and floor finishes.



# Harbordale Elementary School

## Ft. Lauderdale, Florida



"Whether preparing for the demolition of the administration building, organizing school-wide safety plans, coordinating work schedules around our test schedule or selecting the interior and exterior colors, your assistance helped to create an atmosphere of collaboration and cooperation throughout all aspects of this project."

Theresa C. Bucolo, Principal

"Your group worked diligently to accomplish the Owner/Design/Construction team's common goals leading to a successful project completion within prescribed cost and time limits."

Jorge A. Gutierrez, AIA  
Project Manager  
Cubellis

Cost of Project: \$4,989,500  
Cost of Project/SF: \$275/SF  
% of Work Performed With Our Own Forces: 22%  
Commencement Date: February 2006  
Completion Date: August 2007  
Firm's Responsibility: General Contractor  
Location of Project: 900 SE 15th Street  
Ft. Lauderdale, Florida 33316  
Project Manager, John Di Pompeo Jr.  
Project Superintendent, Alex Sakeronja  
The School Board of Broward County  
1700 SW 14th Court  
Ft. Lauderdale, Florida 33312  
Matt Decker (754) 321-1666  
Email: matt.decker@browardschools.com  
Synalovski Gutierrez Romanik Architects  
Jorge Gutierrez (954) 961-6806

### Description of Work Performed:

Demolition of existing building and replace with new 5,000 SF administration building between 3 existing structures. New construction of 10,000 SF of a cafeteria/kitchen, and a 2,000 SF service building.

## BID BOND

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

DIPOMPEO CONSTRUCTION CORP.

KNOWN ALL MEN BY THESE PRESENTS, That we  
as Principal, and Hartford Casualty Insurance Company, as Surety, are  
held and firmly bonded unto the City of Coral Gables as Owner in the penal sum of  
Dollars (\$Five Percent of Amount Bid 5%), lawful money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted  
to the City of Coral Gables the accompanying Bid, signed  
sealed and dated September 17th, 2009, for

**Venetian Pool Repairs IFB 2009-09-04**

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

NOW, THEREFORE,

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

BID BOND

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this  
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) John DiPompeo  
John DiPompeo Sr., Secretary  
(2) \_\_\_\_\_

PRINCIPAL

DIPOMPEO CONSTRUCTION CORP.

Name of Firm

John DiPompeo Jr. (SEAL)

Signature of Authorized Officer

John DiPompeo Jr., President  
Title

2301 NW 33rd Ct.

Business Address

Pompano Beach, FL 33069

City, State

WITNESS:

(1) James E. Miller  
(2) John E. Miller

SURETY:

Hartford Casualty Insurance Company

Corporate Surety

Michael A. Holmes (SEAL)  
Attorney-In-Fact and Florida Resident Agent

400 International Parkway, Ste 425  
Business Address

Heathrow FL 32746

City, State

Brown & Brown of Florida, Inc.

Name of Local Agency

# POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-220438

Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
 Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana  
 Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut  
 Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
 Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana  
 Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois  
 Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana  
 Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, *up to the amount of unlimited*:

F. Berry Hayley, David Aaron French, Robert P. Hollander, Antonio Arias, Nancye Ellen Batista, Michael A. Bonet, Michael A. Holmes  
of  
Miami Lakes, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholz*

Paul A. Bergenholz, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 1<sup>st</sup> day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 17th, 2009

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

**DCC**

# *Di Pompeo*

*Construction Corporation*  
CGC 037741 • A Family Tradition Since 1927

General Contractors • Design Builders • Construction Managers

AC# 3858354

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08071600801

DATE	BATCH NUMBER	LICENSE NBR
07/16/2008	080031033	CGC037741

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2010

DIPOMPEO CONSTRUCTION CORP  
DIPOMPEO CONSTRUCTION CORP  
2301 NW 33RD CT UNIT #102  
POMPANO BEACH FL 33069

CHARLIE CRIST  
GOVERNOR

CHUCK DRAGO  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 4440888

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09061500555

DATE	BATCH NUMBER	LICENSE NBR
06/15/2009	080530102	QB0006088

The BUSINESS ORGANIZATION  
Named below IS QUALIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2011  
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS  
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

DIPOMPEO CONSTRUCTION CORP  
2301 NW 33RD CT UNIT # 102  
POMPANO BEACH FL 33069

CHARLIE CRIST  
GOVERNOR

CHARLES W. DRAGO  
SECRETARY

DISPLAY AS REQUIRED BY LAW





*Di Pompeo*  
Construction Corporation  
CGC 037741 • A Family Tradition Since 1927

*General Contractors • Design Builders • Construction Managers*

Venetian Pool Repairs

**SUBCONTRACTOR LIST PER SECTION 3.10**

<u>Name</u>	<u>Address</u>	<u>Phone</u>
National Paving & Waterproofing	1429 NE 4 <sup>th</sup> Ave. #2 Ft. Lauderdale, FL 33304 Attn: Zack Tanner	(954) 462-0226  (954) 275-8652 cell

*2301 N.W. 33<sup>rd</sup> Court, Unit #102 • Pompano Beach, Florida 33069 • Telephone: (954) 917-5252 • Fax: (954) 974-4646*

