

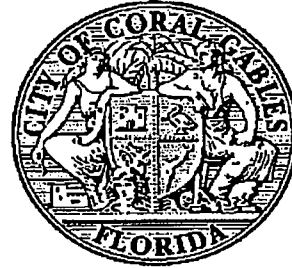
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

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

City Administration

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



IFB No. 2009.09.24

Salvadore Park Project
1120 Andalusia Avenue
Coral Gables, Florida

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

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

Prepared by: Michael P. Pounds, Chief Procurement Officer
Telephone: 305-460-5101 / Facsimile: 305-261-1601
contracts@coralgables.com

BID DUE DATE

THURSDAY, SEPTEMBER 24, 2009 – 2:00 PM



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5101 / Fax: 305-261-1601

BIDDER ACKNOWLEDGEMENT

IFB Title: <u>Salvadore Park Project</u>	Bids must be received prior to 2:00 p.m. Thursday, September 24, 2009 and may not be withdrawn within 90 calendar days after such date and time. Bids received by the date and time specified will be opened in the Procurement Office located at 2800 SW 72nd Avenue, Miami, FL 33155. All Bids received after the specified date and time will be returned unopened.
IFB No: <u>2009.10.01</u>	
A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.	
Contact: Michael P. Pounds, Chief Procurement Officer Telephone: 305-460-5101 Facsimile: 305-261-1601 contracts@coralgables.com	

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

Bidders Name: <u>T&G Constructors</u>	Fed. ID No. or SS Number: <u>59-2806739</u>
Complete Mailing Address: <u>8348 NW 56 Street</u> <u>Doral, FL 33166</u>	Telephone No.: <u>305.592.0552</u>
	Fax No.: <u>305.592.0559</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:
Bond (If Applicable) <input checked="" type="checkbox"/> Bid Bond/Security Bond <input type="checkbox"/> Cashier/Certified Check <input type="checkbox"/> Other _____	
No. _____ Amount <u>5% of Base Bid Amount</u>	

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

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

Agree ☒ (Please check box to acknowledge this bid)

Ricardo Gonzalez
Authorized Name and Signature

President
Title

9.24.2009
Date

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

Sincerely,

Chief Procurement Officer



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5101, Fax: 305-261-1601

CONE OF SILENCE

Invitation for Bid (IFB) No. 2009.09.24

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

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

Imposition:

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

Termination:

The cone of silence shall terminate at:

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

Violations:

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

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



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5101, Fax: 305-261-1601

TABLE OF CONTENTS

Invitation for Bid (IFB) No 2009.09.24

IFB - SECTION 1

Introduction for Invitation to Bid (IFB)..... Pg. 7

IFB - SECTION 2

Scope of Work Pg. 11

IFB - SECTION 3

General Conditions.....Pg. 13

Special Conditions and Required Procedures..... Pg. 17

IFB - SECTION 4

Indemnification, Hold Harmless & Insurance Requirement.....Pg. 27

IFB - SECTION 5

Evaluation/Selection Process..... Pg. 31

IFB - SECTION 6

IFB Response Forms..... Pg. 32

IFB - SECTION 7

Bid Pricing Schedule..... Pg. 34

IFB - SECTION 8

Forms.....Pg. 36

IFB-SECTION 9

Construction Forms To Be Submitted with IFB..... Pg. 72



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5101, Fax: 305-261-1601

SECTION 1

Invitation for Bid (IFB) No 2009.09.24

1.0: INTRODUCTION FOR INVITATION TO BID

1.1. Invitation

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

1.2. Contract Terms and Conditions

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

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

1.3. Submission of Responses

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

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

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

Project Number and Name:

IFB No. 2009.09.24 -Salvadore Park Project

Bidder Name and Address:

T&G Constructors

8348 NW 56 Street

Doral, FL 33166

To Be Opened On:

Thursday, September 24, 2009 - 2:00 PM

Addressed To:

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

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

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

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

1.4. Additional Information or Clarification

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

Facsimiles must have a cover sheet that includes the Bidders name, IFB number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing no later than Thursday, September 10, 2009 prior to 4:00 PM.

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

1.5. Bid Format

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

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

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

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

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

1.6. Registration

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

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

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

1.7. Award of an Agreement

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

1.8. Agreement Execution

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

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

1.9. Unauthorized Work

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

1.10. Changes/Alterations

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

1.11. Discrepancies, Errors, and Omissions

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

1.12. Disqualifications

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

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

1.13. Bidders Expenditures

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



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

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

SECTION 2

Invitation for Bid (IFB) No 2009.09.24

2.0: SCOPE OF WORK

GENERAL

Scope of Work:

The project consists of a Base Bid and several Additive Alternates from which the City will select depending on the available budget. The Base Bid includes a wood trellis, concrete walks, 2 sets of playground equipment, playground grass system and certain other miscellaneous items. The Additive Alternates are: restoration of racquetball courts, painting of perimeter fence, entrance gates and fence repairs, painting of seating wall, renovation of a bathroom building, alteration of the Tennis Center bathroom

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

Salvadore Park Playground

A-0.0	Cover Sheet, Index of Drawings
D-1	Demolition Site Plan
A-1	Trellis Plan Details
A-2	Floor Plan Details
A-3	Play Area Floor Plan
A-INFO	Master Site Plan
S1.0	General Structural Notes
S1.1	Framing Plans & Sections & Details

Bathroom Renovation

A-0	Cover Sheet and Index of Drawings
A-0.1	Floor Plan and Existing Photos
A-INFO	Master Site Plan
A-1	Floor Plan/Evaluations

- A-2 Restroom Plan/Elevations Notes/Details
- A-3 Finish Schedule/Details
- P0-00 Legend, Abbreviations and Details
- P0.01 Plumbing Floor Plan & Risers
- E0.00 Electrical Demo and New Work

Restroom Alterations

- A-0 Cover Sheet and Index of Drawings
- A-1 Master Site Plan
- A-2 Detail Floor and Restroom Elevations
- A-3 Details & Restroom Elevations

Please refer also to the Technical Specifications for the project.



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5101, Fax: 305-261-1601

SECTION 3

Invitation for Bid (IFB) No 2009.09.24

3.0: GENERAL CONDITIONS

3.1. Acceptance/Rejection

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

3.2. Legal Requirements

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

3.3. Non-Appropriation of funds

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

3.4. Occupational License Requirements

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

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

3.5. Minimum Qualification Requirements

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

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

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

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

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

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

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

3.6 Bid Bond/Bid Security/Bid Deposit

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

3.7 Performance and Payment Bond

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

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

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

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

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

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

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

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

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

3.9 Public Entity Crimes

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

3.10 Resolution of Protests

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

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

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

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

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

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

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

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

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

3.11 Review of Responses for Responsiveness

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

3.12 Collusion

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

3.13 Sub-Bidder(s)

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

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

3.14 Substitutions for Assigned Personnel

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

3.15 Public Records

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

SPECIAL CONDITIONS AND REQUIRED PROCEDURES

3.16 Authorized Representatives:

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

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

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

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

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

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

3.18 Contact Information:

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

3.19 Licences/Qualifications:

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

3.20 Project Change Orders:

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

3.21 Guaranteed Work:

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

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

3.22 Concurrent Work:

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

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

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

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

3.23 Parts and Materials:

The Contractor shall furnish all supplies and materials.

3.24 Trade Names:

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

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

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

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

3.25 Notice to Owner:

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

3.26 Release of Lien:

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

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

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

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

3.27 Approvals of Invoices:

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

3.28 Invoicing and Payment:

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

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

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

3.29 Right to Audit Records:

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

3.30 Acceptance:

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

3.31 Site/Work Inspection by City:

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

3.32 Information:

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

3.33 Permits:

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

3.34 Contractors Employees:

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

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

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

3.35 Use of Public Streets:

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

3.36 Storage of Equipment:

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

3.37 Safety:

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

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

3.38 Use of Barricades and Work Site Safety:

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

3.39 Damages:

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

3.40 Testing:

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

3.41 As-Built Information:

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

3.42 Existing Sidewalk:

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

3.43 Restoration of Survey Markers:

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

3.44 Hand Rolled Asphalt Adjacent to Curb and Catch Basins:

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

3.45 Completion of Punch List Items:

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

3.46 Plans:

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

3.47 Striping:

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

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

3.48 Sod:

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

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

3.49 Restoration of Pavement or Parkway:

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

3.50 Maintenance of Traffic:

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

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

3.51 Site Managements, Dust Control, Etc.

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

3.52 Certified Applicator:

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

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

3.53 Parking:

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

3.54 Site Clean-Up / Maintenance of Site:

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

3.55 Purchasing Agreements with Other Government Agencies:

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

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

3.56 Rights of City:

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

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

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

3.57 Award of Contract:

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

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

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

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

3.58 Storm Water Erosion and Sedimentation Control:

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

3.59 Performance Evaluation:

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

SAMPLE

CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR _____

PROJECT _____

DATE from _____ to _____

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

CONTRACTOR'S PERFORMANCE

--

ABILITY TO MEET SCHEDULES

--

ABILITY TO ADJUST TO CIRCUMSTANCES

--

PROJECT MET BUDGET

--

CHANGE ORDERS

--

PROPER STAFFING

--

PROPER EQUIPMENT

--

SAMPLE

CONTRACTOR PERFORMANCE EVALUATION

Page 2

MANAGEMENT OF SUB-CONTRACTORS

--

COMPLIANCE WITH SPECIFICATIONS

--

COMPLIANCE WITH DOCUMENTATION REQUIRMENTS

--

SAFETY

--

PROJECT MANGER COMMENTS and signature

--

DIVISION SUPERVISOR COMMENTS and signature

--

ASSISTANT DIRECTOR COMMENTS and signature

--

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



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

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

SECTION 4

Invitation for Bid (IFB) No 2009.09.24

4.0: INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS

4.1 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

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

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

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

4.2 INSURANCE REQUIREMENTS

4.2.1 GENERAL CONDITIONS

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

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

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

4.2.2 INSURER REQUIREMENTS

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

4.2.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

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

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

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

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

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

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

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

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

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

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

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

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

4.2.3.4.2 Any Auto (Symbol 1)

4.2.3.4.3 Hired Autos (Symbol 8)

4.2.3.4.4 Non-Owned Autos (Symbol 9)

4.2.3.5 Property Insurance is required only when the contractor is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including

transit) covered by the broadest Property Coverage Form commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the property being insured. If the contract is related to construction, a Builders Risk policy and/or an Installation Floater may be required to meet the above requirements. (Under this IFB, Installation Floater with a \$200,000 limit will be required.)

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

4.2.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

4.2.4.2 Commercial General Liability

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

4.2.4.3 Commercial Auto Liability

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

4.2.4.4 Property Insurance

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

4.2.5 REQUIRED ENDORSEMENTS

4.2.5.1 The following endorsements with City approved language

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

4.2.5.1.2 Waiver of Subrogation

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

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

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

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

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

4.2.6 HOW TO EVIDENCE COVERAGE TO THE CITY

4.2.6.1 The following documents must be provided to the City;

4.2.6.1.1 A Certificate of Insurance containing the following information:

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

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

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

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

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

4.2.7 WAIVER OF INSURANCE REQUIREMENTS

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

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



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

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

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

Full Legal Name (as shown on the agreement or permit with the City):

City Department (that you are working with or that is issuing a permit):

City Employee (contract manager or employee issuing permit):

The name & phone # of the individual who completed this check list:

The date this check list was completed in its entirety:

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

☐ The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.

☐ The Certificate Holder section of the Certificate of Insurance reads as follows:
City of Coral Gables • Risk Management Division
2801 Salzedo Street, 2nd Floor • Coral Gables, FL 33134

☐ The special provisions section of the Certificate of Insurance contains language affirming that;

- 1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
- 2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
- 3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

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

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

☐ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.

☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.

☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

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

☐ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.

☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.

☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

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

☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.

☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5101, Fax: 305-261-1601

SECTION 5

Invitation for Bid (IFB) No 2009.09.24

5.0: EVALUATION / SELECTION PROCESS

5.1. Evaluation Procedures

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

5.2. Method of Selection/Selection Criteria

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

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

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



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5101, Fax: 305-261-1601

SECTION 6

Invitation for Bid (IFB) No 2009.09.24

6.0: IFB RESPONSE FORMS

SUBMITTED TO:

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

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

Addendum No. 1 Date 9.17.09 Initials

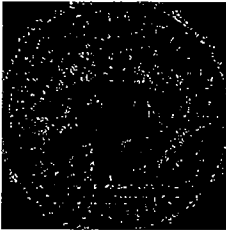
Addendum No. Date Initials

Addendum No. Date Initials

No addendum was received Date Initials

5. Bidder accepts the provisions of the Contract as to penalties in the event of failure to provide services as indicated.
6. Bidders correct legal name: T&G Corporation dba T&G Constructors
Address: 8348 NW 56 Street
City/State/Zip: Doral, Florida 33166
Telephone No./Fax No.: 305.592.0552
Social Security or Federal I.D. No.: 59-2806739
Officer signing Bids: Ricardo Gonzalez Title: President

INVITATION FOR BID



IFB # 2009.09.24 SALVADORE PARK PROJECT

ADDENDUM No. 1

Issued Date: September 17, 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

- 1.1 Salvadore Park Miscellaneous Repairs- Sheet A-1 and A-Info – Added the removal and replacement of two cracked slabs to scope of work.
- 1.2 Salvadore Park Tennis Center Restroom Alterations – Sheet A-2 Detail #2 – Adjusted Drawing Scale.
- 1.3 Salvadore Park Tennis Center Restroom Alterations- Sheet A-2 Detail #1, 2 – Clarified light switch relocation.
- 1.4 Salvadore Park Bathroom Renovation – Sheet A-3 Details #1 & 3 – Change Moisture GWB to Impact resistant wall board on metal furring with Tile Finish.
- 1.5 Salvadore Park Bathroom Renovation – Sheet A-1 Details #7 – Floor level to be flush between new concrete slab and new tile floor of restroom at each door entrance. Width of walkway revised.
- 1.6 Salvadore Park Bathroom Renovation – Sheet A-1 Details #5 – Clarified plan showing demolition at existing Men's bathroom door.
- 1.7 Salvadore Park Bathroom Renovation – Sheet A-1 Details #5 – Clarified plan showing demolition at entrance slab. Removed note "Existing Curb to remain".

Questions Received by Thursday, September 10, 2009, 4pm

Answers due to Prospective Bidders by Thursday, September 17, 2009, 4pm

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

- Q1. Is the contractor responsible for replacing the cracked slab?
 - A1. Yes. Replace cracked slab as shown in revised drawings issued with this Addendum. Slab thickness changed from 4" to 6".
- Q2. D-1 Note 3 – What is the foundation and up to what point is it required to be resurfaced? (For columns)?
 - A2. Assume existing foundation to be 2'-0" Diameter by 3'-0" Deep. Resurface area surrounding columns as shown on drawings.

Q3. How many days for project completion?

A3. Please refer to bid package Pg.7 Section 1.2 Contract Terms and Conditions. 150 calendar days for substantial completion.

Q4. Will the bidder be selected by the "Base Bid" only or will the alternate be included?

A4. The contract will be awarded based on the combination of the Base Bid and the alternates that serves the best interest of the City.

Q5. Is there an estimated budget amount for this project?

A5. Estimated Budget: \$200,000.00 (Including Allowance Account).

Q6. Does the City of Coral Gables require signed and sealed engineered drawings for the playground structure?

A6. Yes.

Q7. Confirm that the s.f. areas shown on the drawings are correct.

A7. The square footage denoted on the drawings shows the minimum area of synthetic turf required. Provide this and mulch surrounding this area as required by ASTM 1487 for the minimum safety zones for the play equipment and as required by the manufacturer.

Q8. Is the synthetic turf going to be just in the 895 s/f area shown where the playground equipment is or does the whole area that is currently identified as having wood chips and/or mulch require synthetic turf? If it's the larger area do you have a calculated s/f for that area? The spec calls out Forever Lawn's product. It also calls for rubber nuggets to a depth of 4" below the turf to provide cushioning. Loose rubber material to achieve fall height requirements works but in the long haul they get displaced from traffic. A much better approach is to use 4' x 6' pads of green foam that provides a lasting flat surface that can't be displaced while still achieving fall heights. The nuggets are cheaper and faster, just not better.

A8. The square footage denoted on the drawings shows the minimum area of synthetic turf required. Provide this and mulch surrounding this area as required by ASTM 1487 for the minimum safety zones for the play equipment and as required by the play equipment manufacturer. The synthetic turf is to be as shown on the drawings at the playground equipment area of the minimum square footages noted on the drawings. Provide synthetic turf cushioning below turf as specified.

Enclosures:

Salvadore Park Miscellaneous Repairs- Sheet A-1 and A-Info
Salvadore Park Tennis Center Restroom Alterations – Sheet A-2
Salvadore Park Bathroom Renovation – Sheet A-1 and A-3

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,

Michael P. Pounds
Chief Procurement Officer

STATEMENT OF NO BID

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

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

We, the undersigned, have declined to submit a bid on your IFB No _____

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

Remarks: _____

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

Company Name: _____

Signature: _____

Title: _____

Telephone: _____

Date: _____



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5101, Fax: 305-261-1601

SECTION 7

Invitation for Bid (IFB) No 2009.09.24

7.0: BID PRICING SCHEDULE

7.1 BID PRICING SCHEDULE FORM

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

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

DATE: 9.24.09

BIDDER: T&G Constructors

PROJECT: SALVADORE PARK PLAYGROUND MISCELLANEOUS REPAIRS, BATHROOM RENOVATION & TENNIS CENTER RESTROOM ALTERATIONS

Provide all services, labor, materials, equipment and supervision to complete the work as per the attached project manual, plans and specifications.

Base Bid: \$ 85,737.⁰⁰

Owner's Contingency Allowance: \$ 20,000.00

Total Bid: \$ 105,737.⁰⁰

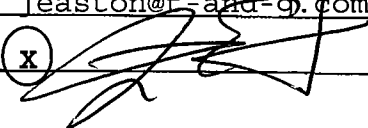
(Written): One Hundred Five Thousand Seven Hundred
THIRTY SEVEN DOLLARS AND ⁰⁰/₁₀₀

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

Additive Alternate #A Resurface Racquet Ball \$ 10,400.⁰⁰
Additive Alternate #B Paint Fence \$ 2,345.⁰⁰
Additive Alternate #C Repair Gates \$ 1,800.⁰⁰
Additive Alternate #D Paint Seating Wall \$ 1,217.²⁰
Additive Alternate #E Renovate Bathroom Bldg \$ 39,736.⁰⁰
Additive Alternate #F Tennis Ctr Restroom Atr. \$ 9,221.⁰⁰


The City reserves the right to select any combination of the Total Bid and Additive Alternates. The City reserves the right to award or reject any and/or all bids.

Bidder's information;

Name: T&G Constructors
Contact Name: Joe Easton, Construction Manager
Address: 8348 NW 56 Street
Doral, FL 33166
Phone: 305.592.0552 Fax: 305.592.0559
Email: jeaston@and-g.com
Signature: (X) 

The work will be substantially completed within 120 calendar days from the commencement date stated in the Notice to Proceed. The work will be finally complete within 150 calendar days from the commencement date stated in the Notice to Proceed.

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

SIGNED: (X)  TITLE: President
Ricardo Gonzalez

Please type or Print Name:

COMPANY: T&G Constructors DATE: 9.24.2009

**CITY OF CORAL GABLES, FLORIDA
FINANCE DEPARTMENT
PROCUREMENT DIVISION
2800 SW 72nd AVENUE – MIAMI, FL 33155**

**IFB 2000.09.24
SALVADORE PARK PROJECT**

**SECTION 8.0
FORMS**

All forms must be completed as required. Forms that do not apply to your organization, we ask you to submit them with a line across and the letters N/A (Not Applicable) written on it.

There are several forms that require your acknowledgement, it is very important that you read them very carefully and sign them at the bottom. These forms are as follows;

- “Cone of Silence” *page 39,*
 - “Conflict of Interest and Code of Ethics” *page 41,*
 - “Formal Solicitations Protest” *page 49,*
-
-

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

• 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 Ricardo Gonzalez
[print individual's name and title]

for T&G Constructors
[print name of entity submitting sworn statement]

whose business address is

8348 NW 56 Street

Doral, FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2806739

If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement: _____.)

2. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

(X)

[signature]

Sworn to and subscribed before me this 24 day of September, 2009.

Personally known XX

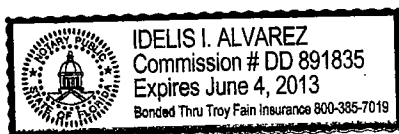
Ricardo Gonzalez

OR Produced identification _____

Notary Public - State of Florida

(Type of identification)

My commission expires 6/4/2013



Idelis I Alvarez

(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

(a) *Purpose and intent:* The requirements of section 2-11.1(i) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the city. It is the intent of this article to prevent 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. It is further the intent of this ordinance that commissioners communicate with only the city manager or city attorney during the time the cone of silence is imposed, unless the provisions of this section are waived by the city commission on a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitations for bids ("IFB").

(b) Cone of Silence is defined to mean a prohibition on:

(1) 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;

(2) 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 city department heads, their staff, selection committee or evaluation committee members.

(c) *Applicability:*

(1) 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.

(2) The cone of silence shall not apply to informal bids as defined in the procurement code; emergency purchases of supplies, services or construction; any communications with the city attorney; duly noticed pre-bid or pre-proposal conferences; duly noticed site visits; inquiries 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; 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; sole source procurements; bid waivers; oral presentations during duly noticed meetings; competitive negotiations; public presentations made to the city commission during any duly noticed public meeting; contract negotiations and electronic commerce.

(d) The cone of silence shall not apply to communications between a city commissioner, the city manager, assistant city managers, the city clerk, and the city attorney.

(e) The cone of silence shall not apply to 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.

(f) After the selection committee has submitted its written recommendations to the city manager, the city manager or assistant city manager may communicate with the chairperson of the committee 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.

(g) *Procedure*

(1) *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, or designee shall provide for public notice of the cone of silence and shall advise the affected department (s) in writing. Any public solicitation for supplies, services, or construction shall include a statement disclosing the requirements of this article.

(2) *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.

(h) *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 article 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: Ricardo Gonzalez

TITLE: President

Please sign and type or Print Name:

COMPANY: T&G Constructors

DATE: 9.24.2009

CONFLICT OF INTEREST AND CODE OF ETHICS*

Sec. 2-222. Designation

This article shall be designated and known as the "City of Coral Gables Conflict of Interest and Code of Ethics Ordinance". This article shall be applicable to all city personnel as defined below, and shall constitute a standard of ethical conduct and behavior for all autonomous personnel, quasijudicial personnel, advisory personnel, and departmental personnel. The provisions of this article shall be applied in a cumulative manner.

Sec. 2-223. Declaration of policy

Our government is a representative democracy. Those who are elected, appointed, hired, and volunteer or campaign to serve the public as representatives accept a public trust. The public entrusts its powers and resources to its servants to use only in the public interest. Public trust requires public servants to fulfill their public duties faithfully and honestly, and to subordinate any personal interest, which conflicts with the public interest. The city adopts the following ordinance to provide for specific guidelines for minimum ethical standards for public servants, officials, and employees.

Sec. 2-224. Purposes of article

The purpose of this article is to:

- (1) State principles of ethics that are to be applied to municipal public servants, beyond those required by the state and this article;
- (2) Inform public servants and the public of the minimum standards to which public servants and vendors must adhere;
- (3) Promote public confidence in the integrity of public servants;
- (4) Encourage members of the public to seek public office or employment, to serve on public boards, to assist public servants as volunteers and to take pride in participating in the governmental process;
- (5) Establish certain fair campaign practices; and
- (6) Establish penalties, as appropriate, for public servants who violate the public trust.

Sec. 2-225. Definitions

For the purposes of this article, the following terms, phrases and words shall have the meanings given herein. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given the meaning provided under either the county ethics ordinances or state ethics statutes and if no meaning is provided, then their common and ordinary meaning unless the context suggests otherwise.

Advisory personnel means the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission such as the landscape beautification advisory board, library advisory board, traffic advisor board, board of adjustment, planning and zoning board and parks and recreation advisory board.

Autonomous personnel mean the members of autonomous authorities, boards, and agencies, such as the code enforcement board, the retirement board and the construction regulation board.

Benefit means anything:

- (1) Having a monetary value in excess of \$100.00;
- (2) Regardless of its monetary value, perceived or intended by either the one who offers it or the one to whom it is offered to be sufficient in value to influence a public servant in the performance or nonperformance of an official action; or
- (3) Regardless of its monetary value, which under the circumstances, a reasonably prudent person in the position of the public servant to whom the thing is or may be offered would recognize as being likely to be intended to influence the public servant in the performance or nonperformance of an official actions.

The term "benefit" includes, but is not limited to, a valuable act, advance, award, contract, compensation, contribution, deposit, emolument, employment, favor, fee, forbearance, fringe benefit, privilege, promise, reward, remuneration, service, subscription, or the promise that any of these things will be conferred in the future.

Candidate means an individual who is a candidate for elective municipal office, as defined in the city Charter, or an applicant for an appointive municipal position.

Commissioners mean the mayor and the members of the city commission.

Compensation means to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.

Contribution is:

- (1) A gift, subscription, conveyance, deposit, loan, payment, or distribution of money or anything of value, including contributions in kind having an attributable monetary value.
- (2) A transfer of funds between political committees, between committees of continuous existence, or between a political committee and a committee of continuous existence.
- (3) The payment, by any person other than a candidate or political committee, of compensation for the personal services of another person which are rendered to a candidate or political committee without charge to the candidate or committee for such services.
- (4) The transfer of funds by a campaign treasurer or deputy campaign treasurer between a primary depository and a separate interest-bearing account or certificate of deposit, and the term includes any interest earned on such account or certificate.

Controlling financial interest means ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.

Departmental personnel means the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.

Employees means all persons, other than an elected public officer, employed and paid a salary to work for the city, whether full-time, part-time, or on a contract basis, and all volunteers notwithstanding the fact that they are unpaid. This article shall apply to independent contractors who perform services for the city as contract inspectors.

Immediate family means the spouse, parents, children, brothers and sisters of the person involved.

Quasijudicial personnel means the members of the encroachment committee, planning and zoning board, the board of adjustment, the code enforcement board and such other individuals, boards and agencies of the city as perform quasijudicial functions.

Transact any business means the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFP, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

Vendor means a person whether individually or through a corporation, who transacts business with the city, or has been approved by the city commission to transact business with the city, or is listed on the city manager, procurement department, or other city department's approved vendor list.

Sec. 2-226. Gifts.

(a) *Gift defined.* The term "gift" means the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item, or promise, or in any other form, without adequate and lawful consideration.

(b) *Exceptions.* The provisions of subsection (a) of this section shall not apply to:

- (1) Political contributions specifically authorized by state law;

- (2) Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under subsection (c) of this section;
- (3) Awards for professional or civic achievement;
- (4) Material such as books, reports, periodicals or pamphlets either solely informational or of an advertising nature.

(c) *Prohibitions.* A person described in section 2-225 shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give, or agree to give to any person included in the terms defined in section 2-225, to accept or agree to accept from another person or entity, any gift for or because of:

- (1) An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- (2) A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- (3) A legal duty violated or to be violated, or which could be violated by any person included in the term defined in section 2-225; or
- (4) Attendance or absence from a public meeting at which official action is to be taken.

(d) *Disclosure.* All advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, immediate family, and quasijudicial personnel shall disclose any gift, or series of gifts from any person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by F.S. ch. 112 for "local officers" with the city clerk simultaneously with the filing of the form with the city clerk, the county clerk, and the secretary of state.

Sec. 2-227. Exploitation of official position prohibited.

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall use or attempt to use an official position to secure special privileges or exemptions for that person or others except as may be specifically permitted by other ordinances and resolutions previously adopted or hereafter adopted by the city commission.

Sec. 2-228. Prohibition on use of confidential information

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

Sec. 2-229. Conflicting employment prohibited.

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall accept other employment, which would impair independence of judgment in the performance of any public duties.

Sec. 2-230. Prohibition on outside employment

(a) No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

- (1) *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.
- (2) *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subsection (a)(3) of this section is obtained.
- (3) *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head or the city manager

where the employee is a department head who shall maintain a complete record of such employment.

(b) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk no later than 12:00 noon on July 1 of each year. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

Sec. 2-231. Prohibited investments

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel or through a member of their immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

Sec. 2-232. Certain appearances and payment prohibited.

(a) No commissioner, departmental personnel, or employees shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(b) No advisory personnel, autonomous personnel or quasijudicial personnel shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a thirdparty that has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question. However, this section shall not prohibit architects serving without compensation on the board of architects from submitting plans on behalf of a client so long as such members make known their representation of the applicant and disqualify themselves from speaking or voting or otherwise participating on such application.

(c) No advisory personnel, autonomous personnel or quasijudicial personnel, after deliberating, considering, ruling or recommending on an application filed with the board or committee upon which they serve, shall appear before a higher board or the city commission to testify as an affected party.

Sec. 2-233. Actions prohibited when financial interests involved.

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

Sec. 2-234. Acquiring financial interests

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

Sec. 2-235. Recommending professional services

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

Sec. 2-236. Continuing application after city service

(a) No commissioner, departmental personnel or employees shall, for a period of two years after his city service or employment has ceased, lobby any city official (meaning advisory personnel, autonomous personnel, commissioner, departmental personnel, employees, or quasijudicial personnel), in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after their service has ceased.

(b) The provisions of subsection (a) of this section shall not apply to persons who become employed by governmental entities, 501(c)(3) nonprofit entities, educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(c) The provisions of this subsection shall apply to all persons described in subsection (a) of this section whose city service or employment ceased after the effective date of the ordinance from which this article is derived.

Sec. 2-237. City attorney to render opinions on request

Whenever any advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employee, or quasijudicial personnel is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics article, or whenever any person who renders services to the city is in doubt as to the applicability of the article, that person may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an advisory nonbinding opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name. Binding opinions may be sought from the county ethics commission.

Sec. 2-238. Proceedings by the county commission on ethics and the state commission on ethics

Upon the request by the city, the county commission on ethics and the state commission on ethics may abate proceedings on any complaint, which is filed by the same complainant against the same respondent, and involving substantially identical facts, until the city completes its proceedings on the complaint. The ethics commission may also refer complaints to the city for review of any violation filed with the ethics commission. The city shall promptly notify the county commission on ethics and the state commission on ethics when it learns that a substantially identical complaint has been filed with either of those agencies and request that their proceedings be abated until the conclusion of the city's proceedings.

Sec. 2-239. Penalties and personnel action

The city manager may take personnel action and may enter into stipulations and settlements as are just and in the best interest of the citizens of the city. Contracts awarded in violation of this article may be voided by the city commission. Any administrative or commission approval obtained may also be voided by the city commission.

Sec. 2-240. Fair campaign practices.

(a) Any person who is the principal of a vendor to the city who contributes to the campaign of a candidate or the campaign committee of a candidate for the office of mayor or city commissioner shall file a disclosure form with the office of the city clerk within 20 days of making said contribution. The term "principal" shall encompass all individuals who meet the provisions of the term "controlling financial interest." The date of the contribution shall be the earlier of either the date of the contribution check or the date of deposit of said check in the campaign fund. The disclosure form shall require, at a minimum, the name, and address of the individual making the contribution, the name of the company which has a contract

with the city, and the amount of the contribution, as well as the name of the candidate or campaign committee to whom the contribution was made.

(b) A fine of \$500.00 shall be imposed on every person that violates this prohibition, and fails to correct such violation within 20 calendar days of notification by the city clerk. Each act of soliciting, giving or receiving a contribution in violation of this subsection shall constitute a separate violation. All contributions received by a candidate in violation of this section shall be forfeited to the city's general revenue fund.

Sec. 2-241. Procedure on complaint of violation

(a) *Legally sufficient complaint.* An investigation of an alleged violation of any ethics provisions of the city Code, by any person included in the terms defined in section 2-225, except the city commission, city manager, assistant city manager, city clerk, city attorney and their immediate family, shall be initiated upon receipt by the city manager of a written complaint which alleges the elements of a violation, is based substantially upon the personal knowledge of the complainant and signed under oath or affirmation by the complaining person, and is legally sufficient to state a possible violation of this chapter. Within five days after receipt, the city manager shall send a copy of a complaint to the alleged violator. The city attorney shall make the determination of legal sufficiency within 20 days. If the complaint is determined to be legally insufficient, the city attorney shall state the reasons for the finding in writing and report the determination to the complainant, the alleged violator, or respondent, and the city commission.

(b) *Complaints against mayor, commissioner or city officials.* A complaint against a commission member, city manager, assistant city manager, city clerk, city attorney and their immediate family shall be referred to the commission on ethics and public trust.

(c) *Prospective jurisdiction.* Any alleged violation committed before the effective date of the ordinance from which this article is derived, shall be governed by the applicable city, county, and state code of ethics ordinances, conflict of interest ordinances or lobbyist registration and reporting ordinances in effect at the time of the alleged violations.

(d) *Personnel proceeding.* Where an employee of the city of is alleged to have violated a law within the purview of this article, and based upon the same set of facts, is subject to an ongoing disciplinary action initiated by the city, the city attorney and city manager shall stay consideration of a complaint until the conclusion of the personnel proceeding.

(e) *Statute of limitations.* No action may be taken on a complaint filed more than one year after the violation is alleged to have accrued.

(f) *Termination of proceeding.* A proceeding on a complaint shall terminate in the event the respondent dies in office, leaves office for any reason or is permanently separated from employment with the city, or enters into a settlement agreement with the city manager.

(g) *Appeal and judicial review.* An aggrieved respondent may appeal an adverse finding of a violation to the city commission. Review by the city commission shall be on the record and limited to determining whether the:

- (1) Respondent was afforded procedural due process;
- (2) Findings of fact are supported by substantial competent evidence; and
- (3) Conclusions are correct as a matter of law. An aggrieved respondent must first exhaust its right to an appeal to the city commission before seeking review by the circuit court for the county. Review by the circuit court shall be pursuant to the Florida Rules of Appellate Procedure.

Sec. 2-242. Applicability.

The requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance shall not be applicable to the City of Coral Gables except as provided in the city's Code of Ethics Ordinance.

Sec. 2-243. Lobbying.

(a) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Expenditure: A payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying.

Lobbyist: An individual, corporation, partnership, or other legal entity employed or retained, whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any city commissioner; (b) any action, decision, recommendation of the city manager, any city board or committee, including but not limited to quasi-judicial, advisory board, trust, authority, or council; or (c) any action, decision or recommendation of city personnel during the time period of the entire decision-making process on the action, decision or recommendation which foreseeable will be heard or reviewed by the city commission, or a city board or committee, including but not limited to quasi-judicial, advisory board, trust, authority, or council.

Person: Any individual, corporation, partnership or other legal entity or an agent or employee thereof.

Principal: The person which has employed or retained the services of a lobbyist.

(b) **Registration.** All lobbyists shall, before engaging in lobbying activities, register annually with the city clerk. Every person required to so register shall:

- (1) Register on a form prepared by the city clerk;
- (2) Pay an annual registration fee of \$150.00; and
- (3) State under oath the name and business address of the registrant; the name and business address of each principal which has employed or retained the registrant to lobby; the specific issue for which he/she has been employed or retained to lobby and the existence of any direct or indirect business association, partnership, or financial relationship with any employee of the city.

Any change to any information originally filed shall require that he/she file an amendment to the registration forms, although no additional fee shall be required for such amendment. He/she has a continuing duty to supply information and amend the forms filed throughout the period for which the lobbying occurs.

Separate annual registration shall be required for each principal represented on each specific issue. Such issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable of a pending request for a proposal, invitation to bid, or public hearing number. No additional fee shall be required for each issue.

Each person who withdraws as a lobbyist for a particular client shall file an appropriate notice of withdrawal.

The registration fees required by this section shall be deposited by the city clerk for the purpose of recording, transcribing, administration, and other costs incurred in maintaining these records for availability to the public.

The city clerk shall waive the fee requirements of this section upon a finding of financial hardship, based upon the sworn statement of the applicant.

(c) **Exceptions to registration.** The following shall not be required to register under this section:

- (1) Any public official or city staff discussing matters relevant to their official duties;
- (2) Any person who only appears in his individual capacity for the purpose of self-representation without compensation or reimbursement, whether direct or indirect, to express support of or opposition to any item, including but not limited to those who are members of homeowner or neighborhood associations;
- (3) Any person requested to appear before the city commission, city board, committee, or any member thereof, or the city manager or city staff in a quasi-judicial proceeding or any agent, attorney, officer or employee or such person;
- (4) Any person under contract with the city who communicates with any public official or city staff regarding issues related only to the performance of their services under contract; and
- (5) Any person who has been designated and is so recognized by the city as a representative of a collective bargaining unit composed of city employees; foreign dignitary appearing in his/her official capacity; a person who owns, publishes or is employed by a newspaper, periodical, radio station, or other bona fide news media; a person who merely appears before, the mayor, city

commission, city board or committee, the city manager or city staff in an individual capacity for the purpose of self-representation.

(d) *Reporting requirements.*

(1) On October 1 of each year, lobbyists subject to the registration requirements of this section shall submit to the city clerk a signed statement under oath as provided herein listing the full name and business address of the lobbying entity; name of each of the entity's lobbyists; and all expenditures for the preceding calendar year with regard to the specific issue on which the lobbyist has been engaged to lobby. A statement shall be filed even if there have been no expenditures during the reporting period.

(2) The city clerk shall keep a current list of registered lobbyists and the reports required under this section which shall be open to the public for inspection.

(e) *Investigation of violations and penalties.* The office of the city clerk shall submit a report to the city attorney and city commission as to those lobbyists who have failed to comply with the registration and/or the annual filing requirement of this section. The office of the city attorney shall investigate any person engaged in lobbying activities which is reported to be in violation of the registration or reporting requirements. A report of the city attorney's findings shall be provided to the city commission and to the alleged violator. If the city commission finds that a person is in violation of this section, that person may be reprimanded, suspended or prohibited from lobbying before the city commission, a city board, a city committee, or members thereof, city manager or city staff for a period not to exceed two years.

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: Ricardo Gonzalez

TITLE: President

Please sign and type or Print Name:

COMPANY: T&G Constructors

DATE: 9.24.2009

FORMAL SOLICITATIONS PROTESTS

- (a) *Right to protest on formal solicitations:* The following procedures shall be used for resolution of protested formal solicitations and awards.
- (b) *Protest of solicitations:* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the city clerk within five business days prior to the date set for opening of bids or receipt of proposals.
- (c) *Protest of award:* Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.
- (d) *Authority to resolve protests:* The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision 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 decision shall be sent to the city commission. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city commission for approval or disapproval thereof.
- (e) *Stay of procurements 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 as provided in subsection (d) above, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.
- (f) *Filing fee:* Within three business days after filing the written protest, the protestor must submit to the city clerk 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 \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.
- (g) *Entitlement to costs:* In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.
- (h) *Compliance with filing requirements:* Failure of a party to file the protest or submit the filing fee on a timely basis 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 judicial relief without first having followed the procedures set forth in this section.

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

SIGNED: Ricardo Gonzalez

TITLE: President

Please sign and type or Print Name:

COMPANY: T&G Constructors

DATE: 9.24.2009

VENDOR BACKGROUND INFORMATION

DATE:

9.24.2009

1. Legal Name of Company: T&G Corporation
2. Doing Business as: T&G Constructors
3. Name of Owner: Ricardo Gonzalez, David Grabosky, Michael Wright
4. Street Address: 8348 NW 56 Street
City Doral State: FL Zip: 33166
5. Remittance Address: same as above
City _____ State: _____ Zip _____
6. Telephone: 305.592.0552 7. Fax: 305.592.0559
8. Contact Person: Richard Huckestein, Title: Operations Manager
9. Type of Organization: (circle one) LEED AP
A: Private for Profit ☒ D: Corporation
B: Private-Non-Profit E: Partnership
C: Association F: Sole Proprietorship
10. Primary Business Classification:
☒ A: Prime Contractor D: Sub-Contractor
B: Wholesaler E: Manufacturer
C: Retailer F: Services
11. Years Company has been engaged in current business: 22 years
12. Principal Officers:
A: Chief Executive Officer: Ricardo Gonzalez
B: Chief Financial Officer: Michael Wright
C: General Manager: Ricardo Gonzalez
13. Are any of the principals of this company employed by the City of Coral Gables? If so, please enter:
Name N/A
Social Security # _____
14. List current licenses held: FL Certified General Contractor; Certified Roofing Contractor
A: State of Florida CGC036059; CGC034852; QB0012980; CCC1327795
B: Dade County Occupational License 515828-2
C: City of Coral Gables Municipal License _____
D: Other City of Doral 2005-9788

15. Federal Employer ID # 59-2806739

16. List commodities you will supply the City, (submit a line sheet if needed)

Construction services

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services 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 Proposal.

LICENSES

17. County or Municipal Occupational License Number (attach a copy): City of Doral 2005-9788; Miami-Dade County 515828-2
18. Occupational License Classification: General Building Contractor
19. License Expiration Date: 9/30/2010
20. State License Number (attach a copy): CGC036059; CGC034852; QB0012980; CCC1327795

INSURANCE

21. Name of Insurance Carrier: Amerisure Companies
22. Type of Coverage: gen'l; auto; excess; equip; WC
23. Limits of Liability: \$1M; \$1M; \$5M; \$250K; \$500K
24. Coverage/Policy Dates: 10.01.2009
25. Name of Insurance Agent: Dawn Johnson, Brown & Brown, Inc.
- Agent(s) telephone including area code: 321.214.2391

EXPERIENCE

26. Number of years your organization has been in business: 22 years
27. Number of years experience your organization has been in operations for the type of service required by the specifications of the Proposal: 22 years
28. Experience Record: List past and/or present contracts, work, jobs, that PROPOSER has performed of a type similar to what is required by specifications of the City's Proposal:

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB
City of Coral Gables Coral Gables, FL	July 2009	Venetian Pool Accessibility Improvements
City of Sweetwater Sweetwater, FL	July 2003	Domino Park Improvements
City of Orlando Orlando, FL	April 2004	City of Orlando Airport Lakes Park
City of Orlando Orlando, FL	March 2005	City of Orlando Leroy Hoequist Park

29. References: List references that may be contacted to ascertain experience and ability of Proposer:

NAME/FIRM	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER
Miami Dade Cty Schools	12525 NW 28th Ave. Miami, FL 33167	Luis Martinez	305.995.7752
Miami Dade College	11011 SW 104th St. Miami, FL 33176	Carlos Dougnac	305.237.0608
Broward College	3501 SW Davie Rd., Bldg. 23 Davie, FL 33314	Francisco Hoyos	954.201.6975

30. PROVIDE ANY ADDITIONAL INFORMATION AS TO QUALIFICATIONS AND/OR EXPERIENCE, ATTACH DOCUMENTATION TO THIS FORM:

Signed: (X) Title: President
 Type Name: Ricardo Gonzalez
 Company: T&G Constructors Date: 9.24.2009

Signature of Company Owner

STATE OF FloridaCOUNTY OF Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority

(Name of individual signing)

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

24 date of September, 2009

commission expires:

6/4/2013

Notary Public



**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 Ricardo Gonzalez, President

(print individual's name and title)

for T&G Corporation dba T&G Constructors

(print name of entity submitting sworn statement)

whose business address is: 8348 NW 56 Street

Doral, FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2806739

(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:

_____.)

I, being duly first sworn state:

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

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

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

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

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

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

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

(X)

[Signature]

Sworn to and subscribed before me this 24th day of September, 20 09

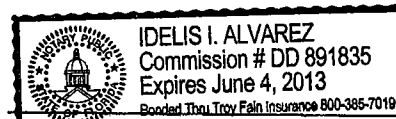
Personally known Ricardo Gonzalez

or produced identification:

[Type of Identification]

Notary Public, State of Florida

My Commission Expires 6/4/2013



[Name of Notary Public: Print, Stamp or

Type

as Commissioned.)

CERTIFIED RESOLUTION


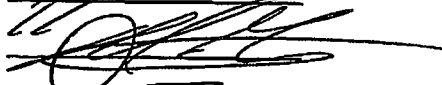

I, Michael Wright, duly elected Secretary of T&G Corporation dba T&G Constructors a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting held in accordance with law and the by-laws of said corporation.

IT IS HEREBY RESOLVED that Ricardo Gonzalez (insert name), the duly elected President (insert title of officer) of T&G Corp. dba T&G Constructors 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>Ricardo Gonzalez</u>	<u>President</u>	
<u>David Grabosky</u>	<u>Vice President</u>	
<u>Michael Wright</u>	<u>CFO</u>	

Given under my hand and the Seal of said corporation this 24 day of September, 20 09

(SEAL)

By:  Secretary

T&G Corporation dba T&G Constructors
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.

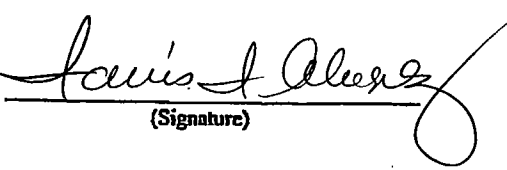
Signed, sealed and deliver
in the presence of


Witness

Rita Grau

Witness

By:


(Signature)

Idelis Alvarez

(Print Name)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORMDEPARTMENT OF STATE CORPORATE CHARTER NO. N/A

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

607.1501 Authority of foreign corporation to transact business required.

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

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

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

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

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OR

PROPOSER

CITY OF CORAL GABLES

PROPOSER QUALIFICATIONS STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services 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 Proposal.

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

CIRCLE ONE

SUBMITTED BY: T&G ConstructorsNAME: Ricardo GonzalezADDRESS: 8348 NW 56th St.Doral, FL 33166TELEPHONE NO. 305.592.0552FAX NO. 305.592.0559

Corporation
Partnership
Individual
Other

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

The name of the Proposer is: T&G ConstructorsThe address of the principal place of business is: 8348 NW 56th St.Doral, FL 33166

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

a. Date of Incorporation: 4.24.1987b. State of Incorporation: FLc. President's: Ricardo Gonzalezd. Vice President's: David Graboskye. Secretary: Michael Wrightf. Treasurer: Michael Wrightg. Name and address of Resident Agent: Michael Wright8623 Commodity Cir.Orlando, FL 32819

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

- a. Date of organization: N/A
- b. Name, address and ownership units of all partners:
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- c. State whether general or limited partnership: _____

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

N/A

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

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

22 years

a. Under what other former names has organization operated?

N/A

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

CGC036059; CGC034852; QB0012980; CCC1327795

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

(Y) X (N) _____

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

(Y) X (N) _____

10. Did you attend the Pre-Proposal Conference if any such conference was held?

(Y) X (N) _____

11. 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.

12. 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.)

Miami Dade Cty Schools 12525 NW 28th Ave.

Luis Martinez	Miami, FL 33167	305.995.7752
(name)	(address)	(phone number)

Miami Dade College 11011 SW 104th St.

Carlos Dougnac	Miami, FL 33176	305.237.0608
(name)	(address)	(phone number)

Broward College 3501 SW Davie Rd., Bldg. 23

Francisco Hoyos	Davie, FL 33314	954.201.6975
(name)	(address)	(phone number)

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

Rick Huckestein, LEED AP

Provide the following information regarding your Insurance Requirements:

- a. Name of Insurance Carrier: Amerisure Companies
- b. Type of Coverage: gen'l; auto; excess; equip.; WC
- c. Limits of Liability: \$1M; \$1M; \$5M; \$250k; \$500K
- d. Coverage/Policy Dates: 10.01.2009
- e. Name of Insurance Agent(s): Dawn Johnson, Brown & Brown, Inc.
- f. Agent(s) telephone including area code: 321.214.2391

14. Has your insurance coverage ever been cancelled for non-payment of insurance premiums?
No.
15. Has your insurance coverage ever been cancelled for any other reason? No.

If so, what was the reason? N/A

[illegible]

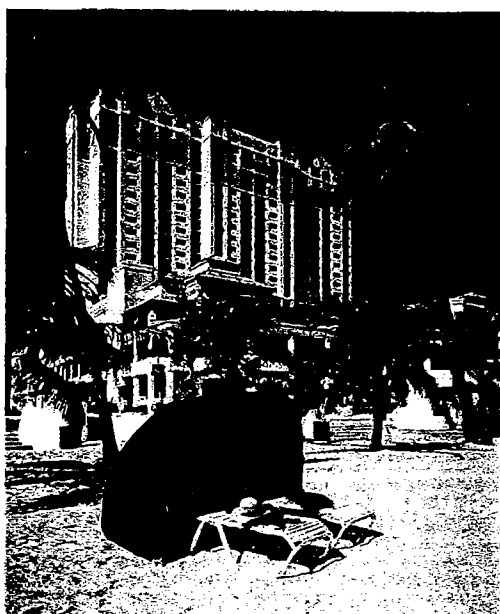


About T&G

T&G Constructors (T&G) is celebrating over twenty-two years as one of Florida's premier commercial construction companies and is ranked among Florida's Top 100 Hispanic Businesses. Established in 1987, T&G operates offices in Miami and Orlando and is a licensed General Contractor and Roofing Contractor. The firm offers high quality, cost-effective solutions to facility operation and maintenance support services, commercial building, construction management, and design-build services for both new construction and renovation/retrofit projects.

T&G serves a wide variety of high profile Fortune 500 companies, as well as public and institutional clients. By optimizing the company's services to meet the particular needs of its customers, T&G has distinguished itself among the Top 150 Construction Companies/General Contractors in the Southeast.

Our objective is to deliver quality construction and create long term relationships. We believe communication is the key to successful construction projects and it is our foundation for all construction activities. Accordingly, T&G has consistently earned industry recognition for safety and excellence in construction. At T&G, communication has been the foundation for establishing client relationships and building "clients for life".



T&G Constructors

8348 NW 56th Street
Doral, FL 33166

T: 305.592.0552
F: 305.592.0559

www.t-and-g.com

Building Types

Airports
Churches
Commercial Office
Commercial Facilities
Correctional Facilities
Educational Facilities
Entertainment Facilities
Golf Clubhouses
High Tech Manufacturing
Hotels
Parks & Recreation
Resorts
Restaurants
Retail Concessions
Timeshares
Technical Training Centers

Professional Personnel

Estimators
Operations Managers
Project Coordinators
Site Managers
Field Personnel
Financial
Construction Managers
Project Engineers
Project Accountants
Business Development



Florida Licenses

AC# 4422011 STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L09052901556

DATE	BATCH NUMBER	LICENSE NBR
05/29/2009	088224130	QB0012980

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.)
T & G CORPORATION
T & G CONSTRUCTORS
8623 COMMODITY CIRCLE
ORLANDO FL 32819

CHARLIE CRIST GOVERNOR CHARLES W. DRAGO SECRETARY
DISPLAY AS REQUIRED BY LAW

AC# 4264733 STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L09021301380

DATE	BATCH NUMBER	LICENSE NBR
02/13/2009	080250955	CGC036059

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010
GONZALEZ, RICARDO H
T & G CONSTRUCTORS
8623 COMMODITY CIRCLE
ORLANDO FL 32819

CHARLIE CRIST GOVERNOR CHARLES W. DRAGO SECRETARY
DISPLAY AS REQUIRED BY LAW

AC# 4405239 STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L09051300779

DATE	BATCH NUMBER	LICENSE NBR
05/13/2009	080459308	CGC034852

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010
GRABOSKY, DAVID
T & G CONSTRUCTORS
8623 COMMODITY CIRCLE
ORLANDO FL 32819

CHARLIE CRIST GOVERNOR CHARLES W. DRAGO SECRETARY
DISPLAY AS REQUIRED BY LAW

AC# 4264730 STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L09021301377

DATE	BATCH NUMBER	LICENSE NBR
02/13/2009	080335190	CCC1327795

The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010
GONZALEZ, RICARDO H
T & G CONSTRUCTORS
8623 COMMODITY CIRCLE
ORLANDO FL 32819

CHARLIE CRIST GOVERNOR CHARLES W. DRAGO SECRETARY
DISPLAY AS REQUIRED BY LAW



Florida State Construction Licenses

FL GC Licenses

AC# 4422011 STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L09052901556

DATE	BATCH NUMBER	LICENSE NBR
05/29/2009	088224130	QB0012980

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.)
T & G CORPORATION
T & G CONSTRUCTORS
8623 COMMODITY CIRCLE
ORLANDO FL 32819

CHARLIE CRIST GOVERNOR CHARLES W. DRAGO SECRETARY
DISPLAY AS REQUIRED BY LAW

AC# 4264733 STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L09021301380

DATE	BATCH NUMBER	LICENSE NBR
02/13/2009	080250955	CGC036059

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010
GONZALEZ, RICARDO H
T & G CONSTRUCTORS
8623 COMMODITY CIRCLE
ORLANDO FL 32819

CHARLIE CRIST GOVERNOR CHARLES W. DRAGO SECRETARY
DISPLAY AS REQUIRED BY LAW

AC# 4405239 STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L09051300779

DATE	BATCH NUMBER	LICENSE NBR
05/13/2009	080459308	CGC034852

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010
GRABOSKY, DAVID
T & G CONSTRUCTORS
8623 COMMODITY CIRCLE
ORLANDO FL 32819

CHARLIE CRIST GOVERNOR CHARLES W. DRAGO SECRETARY
DISPLAY AS REQUIRED BY LAW

FL Roofing License

AC# 4264730 STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L09021301377

DATE	BATCH NUMBER	LICENSE NBR
02/13/2009	080335190	CCC1327795

The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010
GONZALEZ, RICARDO H
T & G CONSTRUCTORS
8623 COMMODITY CIRCLE
ORLANDO FL 32819

CHARLIE CRIST GOVERNOR CHARLES W. DRAGO SECRETARY
DISPLAY AS REQUIRED BY LAW



Occupational Licenses

MAILED 1000 PM
T&G CORP
196 BLDG
MIAMI FL 33166

FIRST CLASS
U.S. POSTAGE
PAID
MIAMI FL
PERMIT NO 123

THIS IS NOT A BILL-DO NOT PAY

49409-1
BUSINESS NAME/LOCATION
T & G CORP
8348 NW 56 ST
33166 DORAL

RENEWAL
REFERRING
STATE # 000058059 515828-2

OWNER
T & G CORP
Sec Type of BUSINESS
196 GENERAL BUILDING CONTRACTOR WORKERS
26

DO NOT FORWARD

T & G CORP
RICARDO GONZALEZ PRES
8348 NW 56 ST
MIAMI FL 33166

07/17/2008
0500000000
000095.00

SEE OTHER SIDE

2008-2009
LOCAL BUSINESS TAX RECEIPT
CITY OF DORAL, FLORIDA
8300 Northwest 53rd Street, Suite 206
Doral, Florida 33166
(305) 593-6725

2005-9788

MACHINES:
SEATS:
STATE LIC.#:
EMPLOYEES: 26
LICENSE FEE:

196BLDG GENERAL BUILDING CONTRACTOR

FOR THE PERIOD COMMENCING OCTOBER 1, 2008
AND ENDING SEPTEMBER 30, 2009 LICENSED TO
ENGAGE IN THE FOLLOWING BUSINESS:

Business Name: T&G CORPORATION
DBA:
Address:
8348 NW 56 ST
DORAL, FLORIDA 33166

Conditions:

Chief Licensing Official

8300 NW 53rd Street Suite 206, Doral Florida • www.cityofdoral.com • 305-593-6631 • Fax 305-593-6768

MICROPRINT SIGNATURE LINE SHOWS UP UNDER MAGNIFICATION

2009-2010

2005-9788

LOCAL BUSINESS TAX RECEIPT

CITY OF DORAL, FLORIDA

8300 Northwest 53rd Street, Suite 206

Doral, Florida 33166

(305) 593-6725

MACHINES:

SEATS:

STATE LIC.#:

EMPLOYEES: 26

LICENSE FEE:

196BLDG GENERAL BUILDING CONTRACTOR

FOR THE PERIOD COMMENCING OCTOBER 1, 2009
AND ENDING SEPTEMBER 30, 2010 LICENSED TO
ENGAGE IN THE FOLLOWING BUSINESS:

Business Name: **T&G CORPORATION**

DBA:

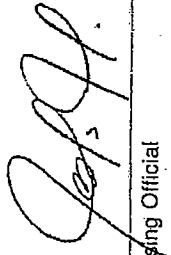
Address:

8348 NW 56 ST

DORAL, FLORIDA

33166

Conditions:



Chief Licensing Official

8300 NW 53rd Street Suite 206, Doral, Florida • www.cityofdoral.com • 305-593-6631 • Fax 305-593-6768

ARTIFICIAL WATERMARK SCREENED ON TO BACK OF DOCUMENT



Florida Corporate Documents

Florida Corporate Certificate

State of Florida

Department of State

I certify from the records of this office that T & G CORPORATION is a corporation organized under the laws of the State of Florida, filed on April 24, 1987.

The document number of this corporation is J69275.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on March 23, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twenty Fourth day of June, 2009*

Secretary of State



Authentication ID: 700157719297-062409-J69275

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
<https://efile.sunbiz.org/certauthver.html>

Fictitious Name Filings

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Application For Registration of Fictitious Name of T & G CONSTRUCTORS, registered with the Department of State on September 18, 2002, as shown by the records of this office.

The Registration Number of this Fictitious Name is G02255900128.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eighteenth day of September, 2002



CR2EO22 (7-02)

Jim Smith

Jim Smith
Secretary of State



State of Florida Department of State

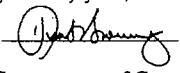
I certify from the records of this office that T & G CORPORATION is a corporation organized under the laws of the State of Florida, filed on April 24, 1987.

The document number of this corporation is J69275.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on March 23, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twenty Fourth day of June, 2009


Secretary of State

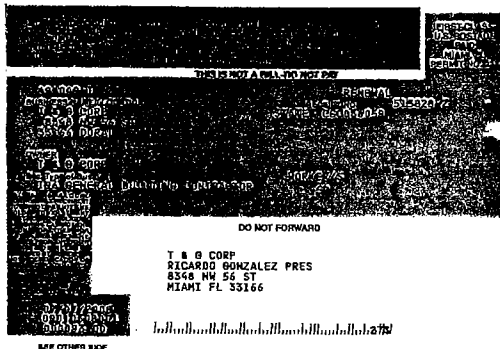


Authentication ID: 700157719197-062409-J69275

To authenticate this certificate, visit the following site, enter this
ID, and then follow the instructions displayed:
<https://efile.sunbiz.org/certauthver.html>


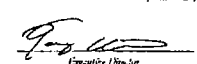
Florida Certificate of Incorporation

Occupational Licenses



2008-2009 LOCAL BUSINESS TAX RECEIPT		2005-9788
CITY OF DORAL, FLORIDA 1900 Northwest 83rd Street, Suite 200 Doral, Florida 33168 (305) 583-6725		
1948LDG GENERAL BUILDING CONTRACTOR FOR THE PERIOD COMMENCING OCTOBER 1, 2008 AND TERMINATING SEPTEMBER 30, 2009 (INCLUDES 10 EMPLOYEES IN THE FOLLOWING BUSINESS:		
Business Name	T & G CORPORATION	
City	Doral	
Address	8348 NW 56 ST DORAL, FLORIDA 33166	
Conditions	73144	
Date of Receipt: 06/24/09		
8300 HWY 5300 Street Suite 200, Doral, Florida • www.citydoral.com • 305-583-6851 • Fax 305-589-8780		

Minority Business Certification Certificate

State of Florida Minority Business Enterprise Certification	
	
T&G Constructors	
is certified as a Minority Business Enterprise under the provisions of Chapter 287, Florida Statutes for a one year period from:	
September 28, 2008 to September 28, 2009	
	
Florida Department of Management Services Office of Supplier Diversity	
Office of Supplier Diversity • 4000 E. Lake N. • Tallahassee, FL 32309-1200 • 904-687-0455 • www.floridastate.gov	

Offerer's Certification

WHEN OFFERER IS A CORPORATION

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this 24 Septemeber day of 20, 2009

T&G Corporation dba T&G Constructors
Print Name of Corporation

Florida
Print State of Incorporation

(CORPORATE SEAL)

By: _____
Signature of President /other Authorized Officer

Ricardo Gonzalez
Print Name of President/other Authorized Officer

8348 NW 56 Street
Address of Corporation

Doral, Florida 33166
City/State/Zip

305.592.0552
Business Telephone Number

ATTEST:

By: _____
Secretary

On this 24 day of September, 2009 before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledge by

Ricardo Gonzalez, President
(Name of Corporate Officer(s) and Title(s))

of T&G Corporation, a Florida corp. on behalf of the Corporation.
(Name of Corporation and State of Place of Incorporation)

WITNESS my hand
and official seal

NOTARY PUBLIC
SEAL OF OFFICE:

Idelis I. Alvarez
NOTARY PUBLIC, STATE OF FLORIDA



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

Personally known to me or
Produced identification:

(Type of Identification Produced)

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

Offerer's Certification

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

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

Print Name of Firm

By: _____
Signature of Owner

Witness

Print Name of Individual

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Florida
County of _____

On this ____ day of _____, 20 __, before me, the undersigned Notary Public of the

State of Florida, personally appeared _____

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

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

Personally known to me, or
Produced identification:

(Type of Identification Produced)

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

NON-COLLUSION AFFIDAVIT

State of Florida)

)ss.

County of Miami-Dade

Ricardo Gonzalez being first duly sworn,
deposes
and says that:

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

**City of Coral Gables
Vendor Performance Evaluation**

Date: _____ Department / Division: _____

Vendor Name: _____

Address: _____

Contact Person: _____ Telephone: _____

Resolution No.: _____ Resolution Date: _____

Good: _____ Services: _____ P.O. #: _____ Amount \$: _____

Contract Date: _____ Term of Contract: _____

Additional information: _____

For the past three months the goods and/or services provided have been:

Excellent: _____ Satisfactory: _____ Needs Improvement: _____ Unsatisfactory: _____

If goods and/or services need improvement or are unsatisfactory, please explain:

If applicable, please check your request to extend or not extend this contract: YES: _____ NO: _____

Evaluated by: _____
Name and Title Department Date

Reviewed by: _____
Name and Title Department Date

COMMENTS: Do you have recommendations on how to improve this contract? YES: _____ NO: _____

File: 2003-047.mst

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that T&G Constructors
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

9.24.2009
Date

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

Signature

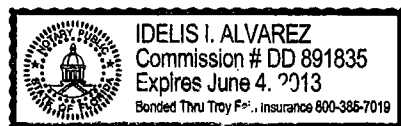
State of Florida

County of MIAMI - DADE

On this the 24 day of Sept, 2009, before me, the undersigned Notary Public of the State of Florida, personally appeared Ricardo Gonzalez 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.

Idelis I Alvarez
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



Idelis I Alvarez
(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)

N/A

LOBBYIST

Your Business Name: (Print)

Business Telephone Number:

Business Address:

Client you are representing on this issue:

Name of Client: (Print)

Client's Address:

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

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

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

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

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

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

Date: _____ Signature of Lobbyist _____

\$125.00 Appearance Fee Paid: _____ Received by _____

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

Additional Client Application Attached: _____

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

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

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

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

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

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

Name: (Print) _____
LOBBYIST

Business Name: (Print) _____

Business Telephone Number: _____

Business Address: _____

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

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

ANNUAL REPORT: On July 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed without expenditures.

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

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

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

I N/A 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) _____

BID BOND

Executed in 5 Counterpart(s)

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

KNOWN ALL MEN BY THESE PRESENTS, That we^{*}
as Principal, and The Cincinnati Insurance Company, as Surety, are
held and firmly bonded unto the City of Coral Gables as Owner in the penal sum of^{**}
Dollars (\$ 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 Rick Gonzalez the City of Coral Gables the accompanying Bid, signed
and dated September 24th, 20 09, for

IFB 2008.12.13, Salvadore Park Project
1120 Andulusia Avenue, Coral Gables, Florida

in accordance with the Plans and Specifications therefore, the call for Bids or Proposals, and the
Invitation for Bids Package, 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 surties, 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.

* T & G Constructors

** Five percent of Amount Bid

BID BOND

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this
24th day of September, A.D., 20 09, the name and corporate
seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to
authority of its governing body.

WITNESS

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

(1) _____
(2) _____

WITNESS:

(1) Jan Carey
Jan Carey
(2) Chris Culp
Chris Culp

PRINCIPAL

T & G Constructors
Name of Firm
(SEAL)
Signature of Authorized Officer
Pres
Title
8348 NW 56th Street
Business Address
Doral, FL 33166
City, State

SURETY:

The Cincinnati Insurance Company
Corporate Surety
Teresa L. Durham (SEAL)
Attorney-In-Fact and FL Lic. Resident Agent
Teresa L. Durham
6200 South Gilmore Road
Business Address
Fairfield, OH 45014
City, State

***Florida Surety Bonds, Inc.
Name of Local Agency

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint Don Bramlage; Jeffrey W. Reich; Susan L. Reich; Kim E. Niv; Teresa L. Durham; Leslie M. Donahue; Patricia L. Slaughter; J. Gregory MacKenzie; Gloria A. Richards; Lisa Roseland and/or Cheryl Foley its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.

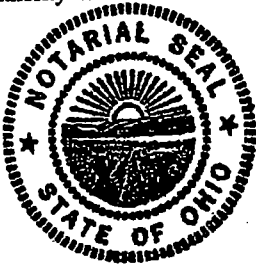


STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 24th day of September . 2009



Gregory J. Schlemmer
Secretary

BN-1005 (10/08)



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751

1326 S. Ridgewood Avenue, Suite #15
Daytona Beach, FL 32114

Phone 407-786-7770 • Fax 407-786-7766
Phone 888-786-2663 • Fax 888-718-2663

www.FloridaSuretyBonds.com