



## CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

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

### **BIDDER ACKNOWLEDGEMENT**

<b>IFB Title:</b> Ponce de Leon Blvd Median Installation and Roadway Improvements (Phase II)	<b>Bids must be received prior to 2:00 p.m. Thursday, December 31, 2009 and may not be withdrawn within 90 calendar days after such date and time. Bids received by the date and time specified will be opened in the Procurement Office located at 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155. All Bids received after the specified date and time will be returned unopened.</b>
<b>IFB No.</b> 2009.12.01	
<p>A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.</p>	
<p><b>Contact:</b> Margie Gomez Telephone: 305-460-5103 Facsimile: 305-261-1601 <a href="mailto:mgomez@coralgables.com">mgomez@coralgables.com</a> <a href="mailto:contracts@coralgables.com">contracts@coralgables.com</a></p>	

**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.**

<b>Bidders Name:</b> <b>Tran Construction, Inc.</b>	<b>Fed. ID No. or SS Number:</b> 65-0816806
<b>Complete Mailing Address:</b> 1000 N.W. 54 <sup>th</sup> Street Miami, Florida 33127 CGC# 060092	<b>Telephone No.:</b> 305-756-7756
	<b>Fax No.:</b> 305-756-7780
<b>Indicate type of organization below:</b> Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	<b>Reason for no Response:</b>
<b>Bond (If Applicable)</b> <input checked="" type="checkbox"/> Bid Bond/Security Bond <input type="checkbox"/> Cashier/Certified Check <input type="checkbox"/> Other	
<b>No.</b> _____ <b>Amount</b> 5% of Bid	

**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)

Authorized Name and Signature

Title

Date

President

1/12/10

Contractor's Bid Proposal: Ponce de Leon Blvd Median Installation and Roadway Improvements (Phase II)					
Item #	Pay Item Description	Units	Unit Price	Quantity	Cost
<b>Roadway</b>					
1	Variable Message Sign (Temporary)	ED	19	84	\$1,596 -
2	Removal and Dispose of Material and Vegetation	SY	1	300	\$ 300 -
3	Remove and Dispose Asphalt Pavement & Base Coarse (15")	SY	4.40	2210	\$9724 -
4	Remove and Dispose Asphalt Pavement	SY	3	350	\$1050 -
5	Remove and Dispose Concrete	SY	1.10	3000	\$3300 -
6	Remove and Dispose Concrete Curb or Curb & Gutter	LF	4.20	3100	\$13020 -
7	Remove of Steel Parking Meter Post and Bell Flange	EA	54.60	39	\$2129 -40
8	Remove and Dispose Sanitary Pipe	LF	1.10	70	\$ 77 -
9	Concrete 30" Curb & Gutter	LF	20	3425	\$68500 -
10	Concrete Type "D" Curb	LF	10.40	3425	\$35620 -
11	4" Decorative Concrete Median	SY	28.40	130	\$2692 -
12	6" Decorative Concrete Sidewalk	SY	31	2850	\$88350 -
13	4" Coral Gables Beige Concrete Sidewalk	SY	25.10	875	\$21962 -50
14	Milling exist. Asphalt Pavement (1" avg. depth )	SY	2	18600	\$37200 -
15	Type SP-9.5 Structural Course (Traffic C) (1" avg. thick)	TON	96	1025	\$98400 -
16	Adjust Manhole Top	EA	191	6	\$1146 -
17	Adjust Valve Box	EA	229	10	\$2290 -
<b>Drainage</b>					
18	Slab Cover Trench w/ MH access (construct new Trench)	LF	24.60	300	\$ 7380 -
19	Remove Slab Cover Trench and Construct New w/ MH access	LF	26.20	120	\$ 3144 -
20	Class I Concrete Headwall (incl. reinforcement)	CY	266	30	\$ 7980 -
21	Manhole (Storm)	EA	1854	2	\$ 3708 -
22	Type "D" Inlet	EA	2420	27	\$65340 -
23	Type "P-3" Inlet	EA	1963	1	\$1963 -
24	Adjust Inlet top	EA	224	2	\$ 448 -
25	15" Corrugated Metal Pipe	LF	36.50	400	\$14600 -
26	Remove and Dispose Existing Drainage Structures and Pipes	EA	229	20	\$4580 -
27	Pipe Filling and Capping	EA	169	14	\$1526 -
28	Manhole Frame & Cover (Trench Drain)	EA	1740	33	\$59420 -
<b>Signing and Pavement Markings</b>					
29	RPM's	EA	420	375	\$1575 -
30	Pavement Messages	EA	114	2	\$ 228 -
31	Directional Arrows	EA	54	4	\$ 216 -
32	4" White Thermoplastic	LF	0.50	3150	\$1575 -
33	6" White Thermoplastic	LF	1	670	\$ 670 -
34	8" White Thermoplastic	LF	1	170	\$ 170 -
35	12" White Thermoplastic	LF	2	1505	\$3010 -
36	18" White Thermoplastic	LF	3	195	\$ 585 -
37	24" White Thermoplastic	LF	360	603	\$2170 -80
38	10'-30' Skip White Thermoplastic	LF	1	770	\$ 770 -
39	6" Yellow Thermoplastic	LF	0.50	6000	\$ 3000 -
40	18" Yellow Thermoplastic	LF	3	120	\$360 -

Item #	Pay Item Description	Units	Unit Price	Quantity	Cost
41	Sign R3-1	AS	230	1	\$ 230 -
42	Sign R3-2	AS	230	1	\$ 230 -
43	Sign R2-1	AS	230	1	\$ 230 -
44	Sign S4-5 (36x36)	AS	282	2	\$ 564 -
45	Sign S1-1 (36X36) & W16-9P(24X12)	AS	358	4	\$1432 -
46	Sign S1-1 (36X36) & W16-7P(24X12)	AS	358	4	\$1432 -
47	Sign S1-1 (36X36) & W16-7P(24X12) (Right)	AS	358	4	\$1432 -
48	Sign existing (remove single post)	EA	47	17	\$ 799 -
49	Sign existing (relocate single post)	EA	130	2	\$ 260 -
50	Sign existing (remove sign panel)	EA	26	10	\$ 260 -
<b>Signalization</b>					
51	Grounding Electrode	LF	4	330	\$1320 -
52	Conduit Underground	LF	7	40	\$ 280 -
53	Conduit (Underpavement) (2"PVC)	LF	14	870	\$12180 -
54	Cable (Signal)	PI	2828	5	\$14140 -
55	Pull and Junction Boxes	EA	365	24	\$8520 -
56	Electrical Power Service	AS	1518	2	\$3,036 -
57	Electrical Service Wire	LF	1.80	640	\$1152 -
58	Prestressed concrete poles (Type P-II)	EA	874	1	\$ 874 -
59	Mast Arm Assembly 647-11-28	EA	9000	2	\$18000 -
60	Mast Arm Assembly 647-11-34	EA	9000	6	\$54000 -
61	Mast Arm Assembly 647-11-40	EA	9000	3	\$27000 -
62	Mast Arm Assembly 647-11-42	EA	9000	1	\$9000 -
63	Traffic Signal 12" Std. ( 1 Way, 1 Section) (LED Type)	AS	464	8	\$ 3712 -
64	Traffic Signal 12" Std. ( 1 Way, 3 Section) (LED Type)	AS	1610	16	\$16160 -
65	Pedestrian Signal (1 Direction) (LED Count down)	AS	928	12	\$11136 -
66	Inductive Loop Detector	EA	251	2	\$502 -
67	Loop Assembly (Type A Mod.) (6'x30' Thru Lanes)	AS	873	4	\$ 3492 -
68	Pedestrian Detector	EA	246	8	\$ 1968 -
69	Traffic Signal Controller	AS	18,000	2	\$ 36000
70	Modify Traffic Signal-Controller	AS	874	1	\$ 874 -
71	Controller Cabinet (Pole Mounted)	EA	2457	4	\$9828 -
72	Solar Page Programmable Time Switch	EA	1583	2	\$ 3166 -
73	Solar Engine	EA	7000	2	\$14000 -
74	Remove Traffic Signal Head Assembly	EA	47	24	\$1128 -
75	Remove Signal Pedestrian Assembly	EA	74	8	\$ 592 -
76	Pole Removal - Shallow (Direct Burial)	EA	339	4	\$1356 -
77	Pole Removal - Shallow (Bolt on Attachment)	LF	115	8	\$ 920 -
78	Remove Traffic Signal Controller	EA	339	2	\$ 678 -
79	Remove Span Wire Assembly	EA	437	1	\$ 437 -
80	Remove Cabling and Conduit	PI	819	4	\$ 3276 -
81	Remove Miscellaneous Signal Equipment	PI	1010	4	\$4040 -
82	Sign Panel (F&I)	EA	339	12	\$4068 -
<b>Landscape and Architectural Installation</b>					
<b>A. Site Development</b>					
83	Minor demolition and removal of existing planters, walls, benches and footings adjacent to contral boxes	LS	13650	1	\$13650
84	Preparation of existing palms for relocation (See Specifications Section 02900 for instructions.)	LS	13540	1	\$13540
85	Complete full operational Irrigation System including its related cabinets. The City will reimburse the Contractor for all the costs related to the permits and installation of the water meter.	LS	43000	1	\$43000

Item #	Pay Item Description	Units	Unit Price	Quantity	Cost
86	All electrical work and materials required by the electrical plans for the provision of service points, power centers, trenching and restoration of existing pavements at alleyways, sidewalks, and streets. Provisions and installation of the required cabinets and panels as specified in the electrical schedules including the main breaker and required breakers for supplying the various sprinkler controllers, the power cabinet fans and required grounding systems for a fully operational system. It also includes the power connection and installation to the irrigation controller supplied by the Irrigation contractor. The panel boards and controllers shall be installed as per Electrical Plans including all conduit stub-ups into the panel to allow for the landscape lighting.	LS	88,000	1	\$ 88,000 -
<b>B. Planting Materials</b>					
87	Caesalpinia granadillo / Bridalveil 14' HGT X 8' SPR. 2"-3" CAL. Single Trunk, Fancy, Field grown.	EA	229	33	\$ 7,557 -
88	Tabebuia caraiba / Cuban Yellow Trumpet Tree 14' HGT X 8' SPR. 2"-3" CAL. Single Trunk, Fancy, Field grown.	EA	229	8	\$ 1,832 -
89	Quercus virginiana / Live Oak (native)-FANCY 18' HGT X 12' SPR. 5" CAL- FANCY-100 GALS.	EA	508	40	\$ 20,320 -
90	Thryxax radiata/ Florida Thatch Palm-Native 6'OA -8'OA, Fancy, Field Grown	EA	508	42	\$ 21,336 -
91	Ficus microcarpa "Green Island" / Green Island Ficus 16" x16" - Full	EA	6.60	2082	\$ 13,741.20
92	Jasminum simplicifolium / Wax Jasmine 20" X 24"-full	EA	6.60	1086	\$ 7,167.60
93	Schefflera arbuticola "TRINETTE" /Dwarf Variegated Schefflera 20" X 24"-full	EA	6.60	1946	\$ 12,843.60
94	Spathoglottis plicata / Purple Ground Orchid 24" SPREAD FULL	EA	8	411	\$ 3,288 -
95	Root Barrier - 12"	LF	5	1,553	\$ 7,765 -
95	Root Barrier - 36"	LF	11.50	6,079	\$ 69,908.50
96	Planting Soil Media as per Specs.	CY	17.50	2213	\$ 38,625 -50
97	CU-Structural Soil underneath sidewalk, including cost of material delivered with bill of lading and cost of material to install	CY	19	1381	\$ 26,239 -
98	St. Augustine PALMETTO Solid Sod	SQ FT	0.50	2000	\$ 1,000 -
99	Contingencies, including Uniformed Police	LS	260,000		\$ 260,000.00
<b>TOTAL BASE BID Total for Items No. 1 thru 99</b>					\$ 1,494,395.10
<b>Note: Unit prices shall include the cost of Maintenance of Traffic and Mobilization.</b>					
<b>ALTERNATE BID PRICE</b>					
100	Durart Stone Custom Bench as per Sht. LH-11, Straight Segment - 5'-10" long Curved Benched -	EA	1390	16	\$ 22,240 -
101	FORMS AND SURFACE LITTER RECEPTABLES RENAISSANCE SERIES MODEL SLURB-36TU	EA	764	32	\$ 24,448 -
102	ROOTBARRIER BY DEEPROOT 18" DEEP MODEL #UB18	LF	7	6079	\$ 42,553 -
<b>Sub Total for Items</b>					\$ 89,241
<b>LEGENDS</b>					
AS-Assemble, CY-Cubic Yard, EA-Each, ED-Each Day, LF-Linear Foot, LS-Lump Sum, PI-Per Intersection, SY-Square Yard, Ton-Per Ton					



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

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

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

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

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

- ☒ The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
- ☒ The Certificate Holder section of the Certificate of Insurance reads as follows:  

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

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

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

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

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

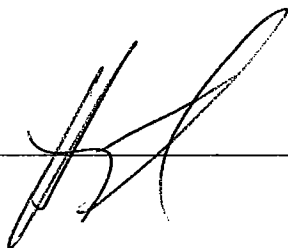
- ☒ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ☒ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☒ Endorsement providing the City with the same Florida statutorily required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

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

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

We/I, the undersigned, do hereby state that we/I have read and understood the Special Conditions & Required procedures.

SIGNED: \_\_\_\_\_



TITLE: \_\_\_\_\_

President

Henry T. Louden

Please type or Print Name:

**Tran Construction, Inc.**

1000 N.W. 54<sup>th</sup> Street

Miami, Florida 33127

CGC# 060092

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

1/12/10

## **SECTION 6.0**

### **FORMS**

## PROCUREMENT DIVISION

### SUBMITTED TO:

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

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

Addendum No. 1 Date 12/14/09

Addendum No. 2 Date 12/31/09

Addendum No. 3 Date 1/6/10

Addendum # 4 Date 1/6/10

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

6. Proposer correct legal name: Tran Construction, Inc.

Address: 1000 N.W. 54<sup>th</sup> Street  
Miami, Florida 33127

City/State/Zip: CGC# 060092

Telephone No./Fax No.: 305-756-7756 / 305-756-7780

Social Security or Federal I.D. No.: 65-0816806

Officer signing Proposals: Henry T. Loudon Title: President

SIGNED:  TITLE: President

COMPANY: Tran Construction, Inc. DATE: 1/12/10



**STATEMENT OF NO BID**

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

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

We, the undersigned, have declined to submit a bid on your IFB for 2009.12.01

- ☐ 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).
- N/A*

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: Tran Construction, Inc.

Signature: \_\_\_\_\_

Title: President

Telephone: 305-756-7756

Date: 1/12/10

**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 Henry T. Louder  
[print individual's name and title]

for Tran Construction, Inc.  
[print name of entity submitting sworn statement]

whose business address is

**Tran Construction, Inc.**  
1000 N.W. 54<sup>th</sup> Street  
Miami, Florida 33127  
CGC# 060092

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0816806

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 24 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.

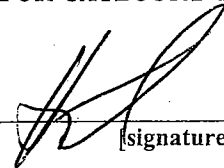
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

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

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

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

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

  
[signature]

Sworn to and subscribed before me this 12th day of January, 2010.

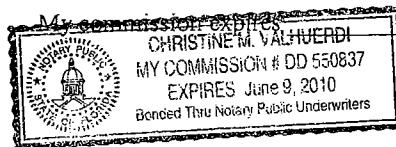
Personally known ☒

Christine M. Valhuerdi

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

Notary Public - State of Florida

\_\_\_\_\_  
(Type of identification)



\_\_\_\_\_  
(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(t) ("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: \_\_\_\_\_

Please sign and type or Print Name:

Henry T. Loud TITLE: President

COMPANY: \_\_\_\_\_

Tran Construction, Inc.  
1000 N.W. 54<sup>th</sup> Street  
Miami, Florida 33127  
CGC# 060092

DATE: \_\_\_\_\_

1/12/10

## 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 third party 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: \_\_\_\_\_

TITLE: President

Please sign and type or Print Name:

Tran Construction, Inc.

1000 N.W. 54<sup>th</sup> Street  
Miami, Florida 33127

CGC# 060092

COMPANY: \_\_\_\_\_

DATE: 11/12/10

## 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 \$2,500, 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: \_\_\_\_\_

TITLE: \_\_\_\_\_

Please sign and type or Print Name: \_\_\_\_\_

**Tran Construction, Inc.**

1000 N.W. 54<sup>th</sup> Street  
Miami, Florida 33127  
CGC# 060092

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

1/12/10

## VENDOR BACKGROUND INFORMATION

DATE: 1/12/10

1. Legal Name of Company: Tran Construction, Inc.
2. Doing Business as: \_\_\_\_\_
3. Name of Owner: Henry T. Louden
4. Street Address: 1000 NW 84th Street  
City Miami State: Florida Zip: 33127
5. Remittance Address: Same  
City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_
6. Telephone: 305-786-7786 7. Fax: 305-786-7780
8. Contact Person: Henry T. Louden Title: President
9. Type of Organization: (circle one)  
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: 11 years
12. Principal Officers:  
A: Chief Executive Officer: Pres = Henry Louden  
B: Chief Financial Officer: VP = David Cleadenen  
C: General Manager: \_\_\_\_\_
13. Are any of the principals of this company employed by the City of Coral Gables? If so, please enter:  
Name NO  
Social Security # \_\_\_\_\_
14. List current licenses held: CGC 060092 ; CUC 122 4671  
A: State of Florida CGC 060092  
B: Dade County Occupational License 415444-9  
C: City of Coral Gables Municipal License \_\_\_\_\_

D: Other \_\_\_\_\_

15. Federal Employer ID # 65-0816806

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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): 415444-9
18. Occupational License Classification: General Building Contractor
19. License Expiration Date: 9/30/2010
20. State License Number (attach a copy): C6C 060092

#### INSURANCE

21. Name of Insurance Carrier: "See attached"
22. Type of Coverage: \_\_\_\_\_
23. Limits of Liability: \_\_\_\_\_
24. Coverage/Policy Dates: \_\_\_\_\_
25. Name of Insurance Agent: \_\_\_\_\_
- Agent(s) telephone including area code: \_\_\_\_\_

#### EXPERIENCE

26. Number of years your organization has been in business: 11 years
27. Number of years experience your organization has been in operations for the type of service required by the specifications of the Proposal: 11 yrs
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: "See attached"



FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

NAME/FIRM

ADDRESS

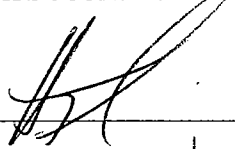
CONTACT PERSON

TELEPHONE  
NUMBER

"See attached"

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

Signed:



Title:

President

Type Name:

Henry T. Loudon

Company:

Tran Construction, Inc.

Date:

1/12/10

  
Signature of Company Owner

STATE OF Florida

COUNTY OF Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority

Henry T. Loudon

(Name of individual signing)

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

12th

date of

January

, 20 10

commission expires:

Christine M. Valhuerdi

Notary Public

December, 2009  
City of Coral Gables, FL



IFB No. 2009.12.01

**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 Henny T. Loudon / President  
(print individual's name and title)

for Tran Construction, Inc.  
(print name of entity submitting sworn statement)

whose business address is: 1000 NW. 84th Street, Miami, Florida 33127

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0816806  
(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_.)

I, being duly first sworn state:

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

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

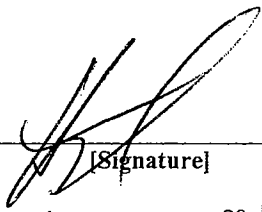
The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

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

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

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

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

  
[Signature]

Sworn to and subscribed before me this 12th day of January, 20 10

Personally known ✓

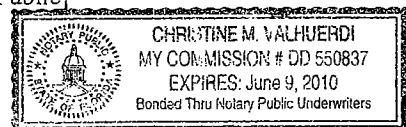
or produced identification:

Notary Public, State of Florida

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
[Type of Identification]

Christine M. Valhuerdi  
[Printed, typed or stamped  
commissioned name of  
Notary Public]



CERTIFIED RESOLUTION

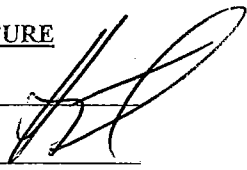
I, Henry T. Loudon, duly elected Secretary of Tran Construction, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting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

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

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

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

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Henry T. Loudon</u>	<u>President</u>	
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of said corporation this 12th day of January, 2010

(SEAL)

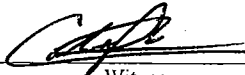
By: , Secretary


Tran Construction, Inc.  
Name of Corporation

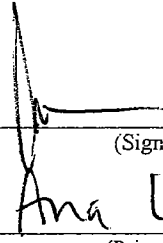
NOTE:

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

Signed, sealed and deliver  
in the presence of:

  
Witness

  
Witness

By:   
(Signature)  
Ana Lopez  
(Print Name)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

N/A

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

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

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

- \_\_\_\_\_ (a) Maintaining, defending, or settling any proceeding.
- \_\_\_\_\_ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- \_\_\_\_\_ (c) Maintaining bank accounts.
- \_\_\_\_\_ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
- \_\_\_\_\_ (e) Selling through independent contractors.
- \_\_\_\_\_ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
- \_\_\_\_\_ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- \_\_\_\_\_ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- \_\_\_\_\_ (i) Transacting business in interstate commerce.
- \_\_\_\_\_ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
- \_\_\_\_\_ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- \_\_\_\_\_ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- \_\_\_\_\_ (m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

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

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

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

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OR PROPOSER

## 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: Tran Construction, Inc.

NAME: 1000 N.W. 54<sup>th</sup> Street

Miami, Florida 33127

CGC# 060092

ADDRESS: \_\_\_\_\_

Corporation

Partnership

Individual

Other

TELEPHONE NO. 305-786-7786

FAX NO. 305-786-7780

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: Tran Construction, Inc.

The address of the principal place of business is: 1000 NW 54th Street  
Miami, Florida 33127

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

a. Date of Incorporation: 2-16-98

b. State of Incorporation: Florida

c. President's: Henry T. Loudon

d. Vice President's: David Clendenen

e. Secretary: Henry T. Loudon

f. Treasurer: N/A

g. Name and address of Resident Agent: David Clendenen

1000 NW 54th Street

Miami, Florida 33127

\_\_\_\_\_

\_\_\_\_\_

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

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

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

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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. N/A

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

11 years

\_\_\_\_\_

a. Under what other former names has organization operated?

None

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

CGC 060092  
CILC 1224671  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(Y) \_\_\_\_\_ (N) ✓

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

(Y) ✓ (N) \_\_\_\_\_

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

(Y) ✓ (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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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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.)

(name)	(address)	(phone number)
(name)	(address)	(phone number)
(name)	(address)	(phone number)

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

Henry London

Provide the following information regarding your Insurance Requirements:

a.	Name of Insurance Carrier:	<u>"See attached"</u>
b.	Type of Coverage:	
c.	Limits of Liability:	
d.	Coverage/Policy Dates:	
e.	Name of Insurance Agent(s):	
f.	Agent(s) telephone including area code:	

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? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Offerer's Certification

N/A

**WHEN OFFERER IS A PARTNERSHIP**

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

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

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

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

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

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

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

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

WITNESS my hand  
and official seal

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

Personally known to me or  
Produced identification:

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

DID take an oath, or DID NOT take an oath

Offerer's Certification

WHEN OFFERER IS A CORPORATION

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this 12th day of January, 2010

Tran Construction, Inc.  
Print Name of Corporation

Florida  
Print State of Incorporation

(CORPORATE SEAL)

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

Henry T. Loudon  
Print Name of President/other Authorized Officer

1000 NW. 54th St.  
Address of Corporation

Miami, Florida 33127  
City/State/Zip

305-756-7756  
Business Telephone Number

ATTEST:

By: [Signature]  
Secretary

On this 12th day of January, 2010, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledge by

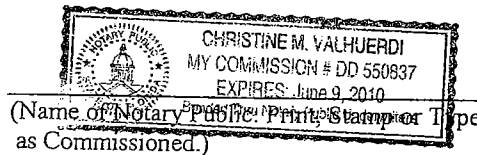
Henry T. Loudon  
(Name of Corporate Officer(s) and Title(s))

of Tran Construction, Inc. / Florida 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:

Christine M. Valhuerdi  
NOTARY PUBLIC, STATE OF FLORIDA



Personally known to me or  
Produced Identification:

[Signature]  
(Type of Identification Produced)

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

N/A

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 Dade

Henry T. Louden being first duly sworn,  
deposes  
and says that:

- (1) Affiant is the President  
(Owner, Partner, Officer, Representative or Agent) of  
Tran Construction, Inc. the Proposer that has submitted the  
attached Proposal;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of  
all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor 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: 1/12/10 Department / Division: \_\_\_\_\_

Vendor Name: \_\_\_\_\_ **Tran Construction, Inc.**  
1000 N.W. 54<sup>th</sup> Street  
Address: \_\_\_\_\_ Miami, Florida 33127  
CGC# 060092

Contact Person: Henny T. Louden Telephone: 305-786-7786

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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## DRUG-FREE WORK PLACE FORM

Tran Construction, Inc.

1000 N.W. 54<sup>th</sup> Street

Miami, Florida 33127

CGC# 060092

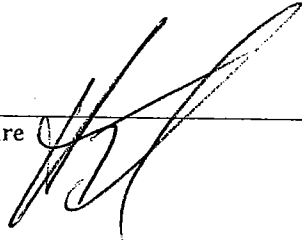
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that  
does:

(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



Date

1/12/10

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 AWARDDING 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 Dade

On this the 12<sup>th</sup> day of Jan., 2010, before me, the undersigned Notary Public of the State of Florida, personally appeared Henry T. Loudon and whose name(s) is/are subscribes to  
(Name(s) of individual(s) who appeared before notary)  
the within instrument, and acknowledge it's execution.

NOTARY PUBLIC  
SEAL OF OFFICE:

Christine M. Valhuerdi  
NOTARY PUBLIC, STATE OF FLORIDA



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

Personally known to me, or  
Produced identification:

(Type of Identification Produced)



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

**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, INDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.**

Your Name: (Print)

**LOBBYIST**

Your Business Name: (Print)

**Tran Construction, Inc.**

Business Telephone Number:

1000 N.W. 54<sup>th</sup> Street

Miami, Florida 33127

Business Address:

CGC# 060092

Client you are representing on this issue:

Name of Client: (Print)

Client's Address:

*NA*

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)

NA

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

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

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

Date: \_\_\_\_\_ Signature of Lobbyist

\$125.00 Appearance Fee Paid: \_\_\_\_\_ Received by \_\_\_\_\_

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

Additional Client Application Attached: \_\_\_\_\_

**CITY OF CORAL GABLES  
LOBBYIST  
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 1<sup>st</sup> of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed without expenditures.

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

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

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

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

Signature of Lobbyist

STATE OF FLORIDA    )  
                                  }  
COUNTY OF DADE    )

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

WITNESS my Hand and Official Seal this \_\_\_\_\_.

\_\_\_\_\_ Personally Known

\_\_\_\_\_ Produced ID

\_\_\_\_\_  
Notary Public  
State of Florida

\$500.00 Fee Paid \_\_\_\_\_

Received By \_\_\_\_\_

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION CONTRACTORS  
BID OPPORTUNITY LIST

375-033-10  
EQUAL OPPORTUNITY OFFICE  
02/98

Please complete and mail or fax to:  
Equal Opportunity Office  
605 Suwannee St., MS 65  
Tallahassee, FL 32399-0450  
TELEPHONE: (850) 414-4747  
FAX: (850) 414-4879

This information may also be included in your bid or proposal package.

Prime Contractor/Consultant: TRAN CONST, INC.  
Address/Telephone Number: 1000 NW 57 ST, MIAMI, FL 33127  
Bid/Proposal Number: 2009.12.01  
Quote Submitted MM/YR: 1/2010

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos. 1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

- |  |   |   |
|--|---|---|
| 1. Federal Tax ID Number: <u>05081600</u>                  | 6. <input checked="" type="checkbox"/> DBE<br><input type="checkbox"/> Non-DBE      | 8. Annual Gross Receipts<br><input type="checkbox"/> Less than \$1 million<br><input type="checkbox"/> Between \$1 - \$5 million<br><input type="checkbox"/> Between \$5 - \$10 million<br><input checked="" type="checkbox"/> Between \$10 - \$15 million<br><input type="checkbox"/> More than \$15 million |
| 2. Firm Name: <u>TRAN CONST, INC.</u>                      |   |   |
| 3. Phone: <u>305 758 7756</u>                              | 7. <input type="checkbox"/> Subcontractor<br><input type="checkbox"/> Subconsultant |   |
| 4. Address: <u>1000 NW 57 ST</u><br><u>MIAMI, FL 33127</u> |   |   |
| 5. Year Firm Established: <u>1998</u>                      |   |   |

- |                                 |   |  |
|---------------------------------|---|--|
| 1. Federal Tax ID Number: _____ | 6. <input type="checkbox"/> DBE<br><input type="checkbox"/> Non-DBE                 | 8. Annual Gross Receipts<br><input type="checkbox"/> Less than \$1 million<br><input type="checkbox"/> Between \$1 - \$5 million<br><input type="checkbox"/> Between \$5 - \$10 million<br><input type="checkbox"/> Between \$10 - \$15 million<br><input type="checkbox"/> More than \$15 million |
| 2. Firm Name: _____             |   |  |
| 3. Phone: _____                 | 7. <input type="checkbox"/> Subcontractor<br><input type="checkbox"/> Subconsultant |  |
| 4. Address: _____               |   |  |
| 5. Year Firm Established: _____ |   |  |

- |                                 |   |  |
|---------------------------------|---|--|
| 1. Federal Tax ID Number: _____ | 6. <input type="checkbox"/> DBE<br><input type="checkbox"/> Non-DBE                 | 8. Annual Gross Receipts<br><input type="checkbox"/> Less than \$1 million<br><input type="checkbox"/> Between \$1 - \$5 million<br><input type="checkbox"/> Between \$5 - \$10 million<br><input type="checkbox"/> Between \$10 - \$15 million<br><input type="checkbox"/> More than \$15 million |
| 2. Firm Name: _____             |   |  |
| 3. Phone: _____                 | 7. <input type="checkbox"/> Subcontractor<br><input type="checkbox"/> Subconsultant |  |
| 4. Address: _____               |   |  |
| 5. Year Firm Established: _____ |   |  |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**ANTICIPATED DBE PARTICIPATION STATEMENT**  
**LOCAL AGENCY PROGRAM**

275-030-12  
 EQUAL OPPORTUNITY OFFICE  
 03/09

1. FDOT LAP AGREEMENT#	2. FDOT LAP AGREEMENT AMOUNT	3. LOCAL AGENCY CONTRACT (PRIME)#.	4. LOCAL AGENCY NAME <i>Coral Gables</i>
5. PRIME CONTRACTOR NAME <i>TRAN CONST., INC.</i>			6. FEID NUMBER (PRIME CONTRACTOR) <i>850816806</i>
7. CONTRACT DOLLAR AMOUNT <i>\$1494,395.10</i>			8. FEID NUMBER (LOCAL AGENCY)
9. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED "DBE"? (DISADVANTAGED BUSINESS ENTERPRISE)		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	10. IS THE WORK OF THIS CONTRACT CONSTRUCTION <input checked="" type="checkbox"/> OR MAINTENANCE <input type="checkbox"/> OTHER _____
11. REVISION (Y/N)? <i>NO</i> IF YES, REVISION# _____			

12. ANTICIPATED DBE SUBCONTRACTS (BELOW):

DBE SUBCONTRACTOR OR SUPPLIER	TYPE OF WORK/SPECIALTY	DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
A <i>Tran Const., Inc.</i>	<i>Site work</i>	<i>\$</i>	<i>8.1%</i>
B			
C			
D			
E			
F		11A TOTAL DOLLARS TO DBE'S	11B TOTAL PERCENT OF CONTRACT

**SECTION TO BE FILLED BY PRIME CONTRACTOR**

13. NAME OF SUBMITTER <i>Henry Larden</i>	14. DATE <i>1/2/10</i>	15. TITLE OF SUBMITTER <i>Pres</i>
16. EMAIL ADDRESS OF PRIME CONTRACTOR SUBMITTER <i>Hlarden@tranconstruction.com</i>	17. FAX NUMBER <i>3057587780</i>	18. PHONE NUMBER <i>3057587756</i>

**SECTION TO BE FILLED BY LOCAL AGENCY**

19. SUBMITTED BY	20. DATE	21. TITLE OF SUBMITTER
22. EMAIL ADDRESS OF SUBMITTER	23. FAX NUMBER	24. PHONE NUMBER

NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED FDOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT THE PRE CONSTRUCTION. FDOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.

**THE FOLLOWING SECTIONS ARE FOR FDOT LAP COORDINATOR USE**

DIST	LAP COORDINATOR NAME	DATE TO EO OFFICE (ELECTRONICALLY)	EXECUTED DATE (LAP AGREEMENT)	EXECUTED DATE (BETWEEN LOCAL AGENCY AND PRIME)	PRECON. CONF DATE.

## Equal Opportunity Reporting System Information

To comply with changes in the Disadvantaged Business Enterprise (DBE) Program, the Department is collecting both actual payments made to subcontractors and sub-consultants, and DBE commitment amounts. Actual payments will be collected through the web-based Equal Opportunity Reporting System (EORS) and commitments will be collected through the Anticipated DBE Participation Statements.

It is extremely important that you continue to submit the Anticipated DBE Participation Statement at the pre-construction conference for all federal and state funded projects. This primary information is used by the State and Federal Government to evaluate our performance in the DBE Program.

**In addition, for federal and state funded projects, you must also report actual payments in the Equal Opportunity Reporting System.** Revisions were made to the specifications beginning with the October 2000 letting that states in section 9-6.7:

The Contractor is required to report monthly, through the Department's Equal Opportunity Reporting System on the Internet at [www.dot.state.fl.us](http://www.dot.state.fl.us), actual payments, retainage, minority status, and the work type of all subcontractors and suppliers.

Since the specifications were revised, we have made some additional modifications to ease the burden on the contractor. We will pursue making the permanent modifications to the specifications. In the interim, each month you must report actual payments to all DBE subcontractors, sub-consultants and suppliers. Payments to all non-DBE subcontractors and sub-consultants will need to be reported either monthly or at the end of the project. Payments to non-DBE suppliers need not be reported at all. This information can be submitted in hard copy form, if necessary.

Instructions for accessing the EORS are included. If you have any questions, please contact the Equal Opportunity Office at (850) 414-4747.

## INSTRUCTIONS FOR ACCESSING THE EQUAL OPPORTUNITY REPORTING SYSTEM

### Purpose

The Florida Department of Transportation, Equal Opportunity Office has been charged with requirements of reporting Disadvantaged Business Enterprise Information to the U.S. Department of Transportation, Federal Highway Administration (FHWA) according to the new 49 Code of Federal Regulations Part 26. The Equal Opportunity Reporting system was developed as a solution to collect this information.

---

### Objective

The Equal Opportunity Reporting system will collect information of actual payments and retainage paid to the Prime Consultant/Contractor by the Department of Transportation and the Prime Consultant/Contractor's actual payments and retainage paid to their sub and suppliers, by the type of work they performed. The reporting of this information will be performed by the Prime on a monthly basis for an invoice or estimate number per contract.

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To establish access to the new Equal Opportunity Reporting System (BizWeb),  
contact Business Innovations Plus toll-free at 1-877-249-8725.  
The site location is <http://www.bipincwebapps.com/bizwebflorida/>

## **INSTRUCTIONS FOR COMPLETING DBE/AA PLAN**

**NOTE: THE DBE/AA PLAN MUST BE APPROVED BY THE EQUAL OPPORTUNITY OFFICE AND COMPLETED IN ACCORDANCE WITH CHAPTER 14-78, FLORIDA ADMINISTRATIVE CODE**

### **DBE/AA PLANS**

DBE/AA Plans must be submitted by the prime contractor, be submitted on company letterhead (first page only), signed by a company official, dated and contain all elements of an effective DBE/AA Plan (sample enclosed).

Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President.

DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

### **MAIL PLANS TO:**

Florida Department of Transportation  
Equal Opportunity Office  
605 Suwannee Street, MS 65  
Tallahassee, Florida 32399-0450

Questions concerning the DBE/AA Plan may be directed to the Contract Compliance Section by calling (850) 414-4747.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION**  
**COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO)**  
**PROVISIONS ON FEDERAL AID CONTRACTS**

Form 700-011-13  
CONSTRUCTION  
06/05

FIN PROJECT I.D. \_\_\_\_\_ DATE 1/12/10  
CONTRACT NO. 2009.12.01

Tran Consty Inc., prime contractor  
for the above referenced contract, hereby certifies that this company and all of its subcontractors have made every Good Faith Effort to comply with the EEO provisions of FHWA Form-1273 (Section II. Nondiscrimination and Section III. Nonsegregated facilities) on this contract.

Exception:  
The following subcontractor(s) have been found to be in noncompliance with the provisions stated above. Attached is notification sent to the respective subcontractor(s) explaining their noncompliance with these provisions.

Subcontractor Name _____	Subcontractor Name _____
Street Address _____	Street Address _____
City/State/Zip _____	City/State/Zip _____

State of Florida Miami Dade  
County of \_\_\_\_\_  
Sworn to and subscribed before me this 12<sup>th</sup> day  
of Jan. 2010, by Henry Lorder  
(Print name of person signing Certification)

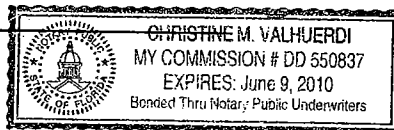
Christine M. Valhuerdi  
Notary Public

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of nonresponsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State law.

Tran Consty Inc.  
Contractor

Commission Expires ☒ ~~Personally Known~~ OR Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_

By [Signature]  
Title \_\_\_\_\_



**Instructions:**

1. Attach copy of any notifications of noncompliance sent to each applicable subcontractor.
2. List the subcontractors found not in compliance at the time of this certification.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3<sup>rd</sup> Sunday of the month).

## DBE AFFIRMATIVE ACTION PLAN

### POLICY STATEMENT


It is the policy of Tran Const, Inc. that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.


The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and Tran Const, Inc. Subcontractors and/or suppliers to Tran Const, Inc. will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

Tran Const, Inc., and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with the Florida Department of Transportation.

Tran Const, Inc., and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with the Department of Transportation.

Tran Const, Inc., has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout Tran Const, Inc. and to disadvantaged controlled businesses. The statement is posted on notice boards of the Company.

x   
Secretary

x   
President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION COMPLIANCE WITH  
SPECIFICATIONS AND PLANS

76D-02D-02  
CONSTRUCTION  
04/09  
Page 1 of 2

FIN PROJECT I.D.(s) \_\_\_\_\_

DATE: 1/12/10

CONTRACT NO: 2009.12.01

Monthly: ☐

Final: ☐

Tran Const, Inc.

\_\_\_\_\_, Prime Contractor for the above referenced contract, hereby verifies based on personal knowledge or reasonable investigation and good faith belief, all work done and all Quality Control functions and Quality Control sampling and testing results are in substantial compliance with the pertinent specification requirements and the approved Quality Control Plan for this project. This includes the input of test results into the Department's LIMS database within 24 hours of results being received. This represents work done between \_\_\_\_\_ and \_\_\_\_\_. Exceptions to these requirements are listed below.

1.) Item No.: \_\_\_\_\_  
Exception: \_\_\_\_\_

2.) Item No.: \_\_\_\_\_  
Exception: \_\_\_\_\_

3.) Item No.: \_\_\_\_\_  
Exception: \_\_\_\_\_

4.) Item No.: \_\_\_\_\_  
Exception: \_\_\_\_\_

**Attachment 3**

Forms 1 & 2 for Demonstration of Good Faith Effort

[Forms 1 and 2 will be provided as part of the solicitation documents.]

**FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☒ The bidder/offeror is committed to a minimum of 8.1 % DBE utilization on this contract.

☐ The bidder/offeror (if unable to meet the DBE goal of \_\_\_ %) is committed to a minimum of \_\_\_ % DBE utilization on this contract as submits documentation demonstrating good faith efforts

Name of bidder/offeror's firm: Tran Const., Inc.

State Registration No. CGC 060092

By  
(Signature)

Title

Pres

**FORM 2: LETTER OF INTENT**

Name of bidder/offeror's firm: Tran Const., Inc.

Address: 1000 NW 54 St

City: Miami

State: FL

Zip: 33127

Name of DBE firm: Tran Const., Inc.

Address: 1000 NW 54 St

City: Miami

State: FL

Zip: 33127

Telephone: 305 756 7758

Description of work to be performed by DBE firm:

Sitework

The bidder/offeror is committed in utilizing the above-named DBE firm for the work described above. The estimated dollar value of work is \$ 3.1% of bid.

**Affirmation\**

The above-named DBE firm affirms that it will perform the portion of the contract of the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title) *[Signature]* *Pres*

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor)

## DBE AFFIRMATIVE ACTION PLAN

### POLICY STATEMENT

It is the policy of Tran Const, Inc. that disadvantaged businesses, as defined by 49 CFR **Part 26, Subpart D** and implemented under Rule Chapter 14-78, F.A.C., shall have the **opportunity** to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

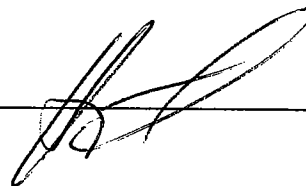
The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and Tran Const, Inc.  
Subcontractors and/or suppliers to Tran Const, Inc.  
will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

Tran Const, Inc., and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the **opportunity** to compete and perform work contracted with the Florida Department of Transportation.

Tran Const, Inc., and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with the Department of Transportation.

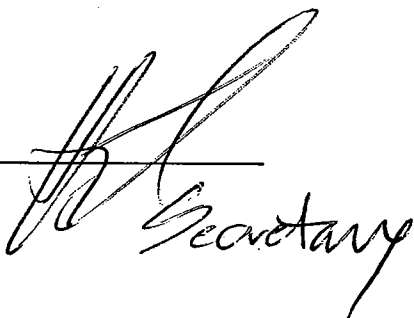
Tran Const, Inc., has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout Tran Const, Inc. and to disadvantaged controlled businesses. The statement is posted on notice boards of the Company.

x



, President

x

  
Secretary

**I. DESIGNATION OF LIAISON OFFICER**

Tran Const, Inc. will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all Florida Department of Transportation contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by the Florida Department of Transportation, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the Florida Department of Transportation.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of the Florida Department Transportation.

(Liaison Officer's Name)  
(Your Company's Name)  
(Your Company's Address)  
(Phone Number for Liaison Officer)  
(Enter FEIN or Tax Id Number)

**II. AFFIRMATIVE ACTION METHODS**

In order to formulate a realistic Affirmative Action Plan, Tran Const, Inc. has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform Florida Department of Transportation work;
3. Lack of interest in performing on Florida Department of Transportation contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of Florida Department of Transportation plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of Tran Const, Inc. to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the Florida Department of Transportation.  
Tran Const, Inc. will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the Florida Department of Transportation to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.

Tran Const, Inc. understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

### III. IMPLEMENTATION

On contracts with specific DBE goals, Tran Const, Inc. will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the Company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

### IV. REPORTING

Tran Const, Inc. shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan.

The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all Florida Department of Transportation projects;
4. The Company shall comply with Florida Department of Transportation's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

### V. DBE DIRECTORY

Tran Const, Inc. will utilize the DBE Directory published by the Florida Department of Transportation.

The Company will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.



## BID BOND

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

**TRAN CONSTRUCTION,  
INC.**

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted  
to the City of Coral Gables the accompanying Bid, signed  
sealed, and dated December 30, 20 09, for

### **BID NAME AND NUMBER HERE**

Ponce de Leon Boulevard Median Installation & Roadway Improvements  
IFB 2009.12.01

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

NOW, THEREFORE,

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

BID BOND

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this  
30th day of December, 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)

PRINCIPAL

Tran Construction, Inc.

Name of Firm

Signature of Authorized Officer

(SEAL)

Title

1000 N.W. 54th Street

Business Address

Miami, FL 33127

City,

State

WITNESS

(1)

(2)

SURETY:

Arch Insurance Company

Corporate Surety

Attorney-In-Fact Warren M. Alter

(SEAL)

One Liberty Plaza

Business Address

New York, NY 10006

City,

State

Nielson, Alter & Associates

Name of Local Agency

# POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Mary C. Aceves, Warren M. Alter, Charles D. Nielson, Charles J. Nielson, David R. Hoover and Gicelle Pajon of Miami Lakes, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

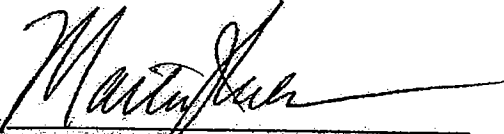
VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.


In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of May, 2008.

Attested and Certified

Arch Insurance Company



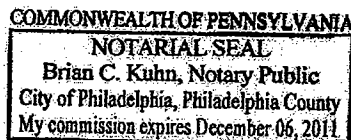
  
Martin J. Nilsen, Secretary

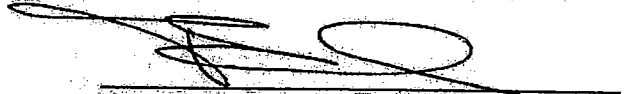
  
J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




  
Brian C. Kuhn, Notary Public  
My commission expires 12-06-2011

**CERTIFICATION**

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 1, 2008 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 30th day of December, 2009.

  
Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Surety  
3 Parkway, Ste. 1500  
Philadelphia, PA 19102



00ML0013 00 03 03

City of Coral Gables, FL  
Tran Construction, Inc.  
1000 N.W. 54<sup>th</sup> Street  
Miami, Florida 33127  
CGC# 060092  
Tel: 305-756-7756 Fax: 305-756-7780

MDLB



**Ponce de Leon Boulevard  
Median Installation and Roadway  
Improvements (Phase II)**

11/12/10

**ADDENDUM No. 1**  
**Issued Date: December 14, 2009**

**REVISED SCHEDULE OF EVENTS (AS OF 12/14/2009)**

<b>IFB Advertisement</b>	<b>Tuesday, December 1, 2009</b>
<b>Bid Package Available for Pick-up</b>	<b>10:00 a.m. Tuesday, December 8, 2009</b>
<b>Non-Mandatory Pre-Bid Meeting</b> City of Coral Gables - Procurement Conference Room Procurement Division - 2800 SW 72 <sup>nd</sup> Avenue, Miami, FL 33155	<b>10:00 a.m. Monday, December 14, 2009</b>
<b>Last date to request packages</b>	<b>4:00 p.m. Tuesday, December 29, 2009</b>
<b>Questions</b>	<b>4:00 p.m. Monday, January 4, 2009</b>
<b>Answers</b>	<b>4:00 p.m. Friday, January 8, 2010</b>
<b>Submittal Deadline/Bid Opening</b> City of Coral Gables - Procurement Conference Room Procurement Division - 2800 SW 72 <sup>nd</sup> Avenue, Miami, FL 33155	<b>2:00 p.m. Tuesday, January 12, 2010</b>
<b>City Commission</b>	<b>TBA</b>
<b>Contract Commencement</b>	<b>TBA</b>

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

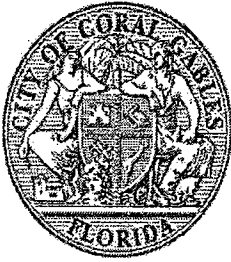
Sincerely,

**Michael P. Pounds**  
**Chief Procurement Officer**

MDLB

Addendum #2

City of Coral Gables, FL



***Request for Proposal***

***RFP # 2009.12.01***

***Ponce de Leon Blvd Median***

***Installation and Roadway Improvements***

**ADDENDUM No. 2**

***Issued Date: December 31, 2009***

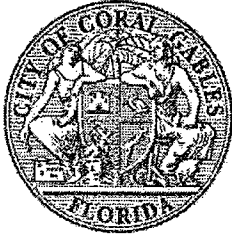
**These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q) uestions from prospective proposers and the City's (A) nswers to those questions.**

- Q1.** Will licenses from the State of Florida and Florida Department of Transportation pre-qualification be responsive to this bid?
- A1.** The prime contractor must have a current license in either one of the following categories: State General Contractor or Engineering Contractor.
- Q2.** In order to secure a bid bond for the subject project, Surety Company has requested an engineer's estimate for the work.
- A2.** Estimated Total Construction including CEI Services \$2,967,400.

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

**Sincerely,**

MDLB



***Invitation for Bid***

***IFB # 2009.12.01***

***Ponce de Leon Blvd Median***

***Installation and Roadway Improvements***

**ADDENDUM No. 3**

***Issued Date: January 6, 2010***

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

**Q1.** Who is hiring the Materials Testing Firm?

**A1.** City of Coral Gables will hire the testing firms on this project.

**Q2.** Confirm the DBE "GOAL" for the project of 8.1% is not a requirement.

**A2.** The 8.1 % is a goal. If the goal is not met, then the contractor must provide documentation in support of why the goal cannot be met. See Section 12, Article VI, of the Contract Documents regarding good faith efforts required to meet the goal.

**Q3.** Provide details of the sidewalk restoration at Parking Meter removal locations; will a concrete patch be required or a full sidewalk slab?

**A3.** The Engineer representing the City will determine if a concrete patch will suffice or a full sidewalk flag replacement will be required. This determination will depend on the extent of damaged sidewalk as a result of the meter post removal or any other existing condition. The cost of concrete patches shall be included in other parts of the work. The cost of the full concrete sidewalk flag restoration shall be paid at the appropriate bid price(s) listed in the Bid Proposal. Please be advised that most of the parking meters will be relocated to new locations as the on-street parking layout will change after completion of the project. Please keep in mind that some parking meters are currently located in landscaped areas which will not require any restoration.

**Q4.** Who will relocate the existing utilities; fire hydrants and overhead lighting?

**A4.** Fire hydrants and overhead lighting will remain; other known utilities will remain unless otherwise noted in the plans.

**Q5.** Plan Sheet 14 notes that 70 lineal feet of 8" sanitary sewer to be removed. It does not include the sewer to the north and the plans do not show the extent of the removal.

**A5.** Plan Sheet 14 indicates an 8" sanitary sewer pipe to be removed to Station 54+52. At this point the pipe will be capped and no further removal of the 8" pipe is required. The extent of the removal south of Station 54+52 is for complete removal of the 8" sanitary sewer pipe and associated laterals.

**Q6.** FPL is aware of project; will they be available when required?

**A6.** FPL is aware of the project; however, scheduling of the project has not been coordinated with that agency. FPL will be available to respond to issues as they arise. The timeliness of their response will

depend on their current work schedule. The Contractor will need to make arrangements for coordination of work scheduling with FPL.

- Q7.** Provide mounting details for the Landscape lighting (under Phase I there was a problem due to water intrusion from sprinklers and the rain).
- A7.** The Specifications call for a stanchion mounted fixture and not an in ground fixture as in the Phase I project. Please note that the model number shown for the fixture on the plans under Note No. 2 is for Exceline.
- Q8.** Structural soil quantities shown on the bid sheet indicate a volume of 1,581 cubic yards. There are 33,525 square feet of sidewalk on the plans and the plans show a depth of 3.0' for structural soil installation, which gives a volume of 3,725 cubic yards. Please advice.
- A8.** Change the quantity of material under Bid Item No. 97 (CU-Structural Soil underneath sidewalk), Section 9.0, Bid Response, from 1,581 cubic yards to 1,381 cubic yards. There are 12, 430 square feet of sidewalk area where CU-Structural Soil is to be installed. Only 49% of the sidewalk will have CU-Structural Soil installed underneath it. *(See Revised Bid Response Form)*
- Q9.** Which Davis-Bacon wage rates are applicable?
- A9.** Wage rates used under this project are FL-325, Wage Rates for Highway (after 10/19/2009), U.S. Department of Labor. These Wage Rates shall be posted on the job site for the duration of the project.
- Q10.** Where should the \$100,000.00 allowance be added in the itemized bid proposal?
- A10.** In Section 11.7.1 of the Contract Specifications, please replace the figure of \$100,000.00 with the new figure of \$260,000.00. This new figure represents the Allowance Account designated for the project to cover costs for contingencies, unforeseen work and uniformed police. See Bid Item No. 99 of the Bid Proposal, Section 9.0.
- Q11.** Is there a sequence of work required for this project?
- A11.** After award of contract by the City Commission, the successful bidder will need to submit a contract schedule, including a sequence of work.
- Q12.** Please provide location for General Contractors Staging area.
- A12.** A staging area has not yet been identified for the project. After award of the contract by the City Commission, the contractor will identify staging area(s) for review by the City Engineer.
- Q13.** What is the color for the Trash Receptacles?
- A13.** The color shall be the same as the color specified for the Ponce de Leon Boulevard Median Improvements, Phase I Project: custom finish Bright Silver.
- Q14.** Based on cost; instead of Structural Soil (CU) would an alternative material such as A-3 material compacted to 95% be an option?
- A14.** CU-Structural Soil will be used underneath the sidewalk at selected locations in conjunction with adjacent landscape planters and at the direction of the Engineer. Appropriate compacted material will be used beneath all other sidewalk locations.
- Q15.** Please provide Bidder Acknowledgement form with new dates.
- A15.** Refer to section 1.5.1 Order of Precedence and refer to Addendum # 1 issued on December 14, 2009 with new dates.



- Q16.** In order to secure a bid bond for the subject project, the Surety Company has requested an Engineer's Estimate for the work.
- A16.** The Engineer's Construction Estimate for the project is \$2,777,400.
- Q17.** Will a field office be required for this project?
- A17.** Yes. A field office will be required which shall be located within a one (1) mile radius of the job site and within an appropriate zoning district. The field office shall be maintained throughout the time frame of the project. There is no bid item for the cost associated with providing a field office. All costs for the field office shall be included in other parts of the work.
- Q18.** What is the completion time for this project?
- A18.** The project completion time for all items submitted in Section 9.0, Bid Response, and as shown on the Plans, is 280 (two-hundred eighty) calendar days.
- Q19.** Can a Florida Department of Transportation (FDOT) prequalified contractor submit a bid as the prime contractor?
- A19.** Pursuant to Section 255.20, Florida Statutes (F.S.), the City may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copies of their Contract(s) on hand. Acceptable FDOT pre-qualifications necessary to perform the Work specified in the Contract Documents include Flexible Paving, Sidewalk, Drainage, Curb and Gutter, Grading and Hot Plant-mixed Bituminous Courses in the appropriate Classes of Work.

**NOTE:** *CORRECTION TO ADDENDUM #2 - Issued December 31, 2009 referred to this solicitation as a Request for Proposal (RFP) rather than an Invitation for Bid (IFB).*

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

Sincerely,

**Michael P. Pounds**  
**Chief Procurement Officer**



***Invitation for Bid***

***IFB # 2009.12.01***

***Ponce de Leon Blvd Median***

***Installation and Roadway Improvements***

**ADDENDUM No. 4**

***Issued Date: January 8, 2010***

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

- Q1.** Signalization Plan Sheet No. T-5 calls for the replacement of the existing signal controller (under Pay Item No. 670-5-120) at the mid-block crossing. Since a new ATMS cabinet was installed at this location in April 2009, does this controller still need to be replaced?
- A1.** No. This signal controller should be changed to Pay Item No. 670-5-420 as shown on Plan Sheet No. T-2 to "modify traffic signal controller."
- Q2.** There seems to be mast arm size data for 8 mast arms and there are 12 mast arms in the bid. Which mast arms correlate to which set of data?
- A2.** Please check the bid tab, plan quantity sheet, pole data summary sheet and signal plan sheets where the mast arm pole quantities all match. They are as follows: 2 (two) mast arm poles at 28 feet; 6 (six) mast arm poles at 34 feet; 3 (three) mast arm poles at 40 feet and 1 (one) mast arm pole at 42 feet.
- Q3.** Is the City aware of any plans for construction of utility upgrades in Ponce de Leon Boulevard?
- A3.** At this time the Miami-Dade Water and Sewer Department plans to construct a new water main system betterment in Ponce de Leon Boulevard early in the construction phase of the project.

**NOTE:** Updated DBE Forms are attached; please replace as follows:

Pg. 114 with FDOT DBE 275.030.10

Pg. 115 and 117 removed and insert Anticipated DBE FDOT form 275.030.12

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

**Sincerely,**

**Michael P. Pounds  
Chief Procurement Officer**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONSTRUCTION CONTRACTORS  
BID OPPORTUNITY LIST**

275-030-10  
EQUAL OPPORTUNITY OFFICE  
02/08

Please complete and mail or fax to:  
Equal Opportunity Office  
605 Suwannee St., MS 65  
Tallahassee, FL 32399-0450  
TELEPHONE: (850) 414-4747  
FAX: (850) 414-4879

This information may also be included in your bid or proposal package.

Prime Contractor/Consultant: \_\_\_\_\_

Address/Telephone Number: \_\_\_\_\_

Bid/Proposal Number: \_\_\_\_\_

Quote Submitted MM/YR: \_\_\_\_\_

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos. 1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE  
7. ☐ Subcontractor  
☐ Subconsultant

8. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE  
7. ☐ Subcontractor  
☐ Subconsultant

8. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE  
7. ☐ Subcontractor  
☐ Subconsultant

8. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million



**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
01/11/2010PRODUCER (305)822-7800 FAX (305)822-1621  
Collinsworth, Alter, Fowler, Dowling & French  
P. O. Box 9315  
Miami Lakes, FL 33014-9315  
Raysa GomezTHIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED  
Tran Construction, Inc  
1000 - 1020 NW 54th Street  
Miami, FL 33127

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Amerisure Mutual Ins Co

23396

INSURER B: Amerisure Insurance Co

19488

INSURER C: Westchester Surplus Lines Ins.

INSURER D:

INSURER E:

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL201861705	04/01/2009	04/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA201719105	04/01/2009	04/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	CU201719006	04/01/2009	04/01/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC205761701	10/16/2009	10/16/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Commercial Pollution Liability	I21021453001	01/21/2009	01/21/2010	\$2,000,000 Per Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Please see attached.

Ops: General Contractor - 30 day notice of cancellation, except 10 days for nonpayment of premium.

## CERTIFICATE HOLDER

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Alter/RG

*David J Alter*

Coral Gables, City of  
Certificate issued to Coral Gables, City of  
Collinsworth, Alter, Fowler, Dowling & French

01/11/2010

01/11/2010

NAMED INSURED: Tran Construction Inc.

CERTIFICATE HOLDER: City of Coral Gables

Certificate holder is listed as additional insured for general and auto liability for work performed by the insured and these policies shall be primary and non-contributory when required under contract.

General Liability, Auto Liability, Worker's Compensation & Employer's Liability is endorsed to contain a waiver of subrogation in favor of the certificate holder.

Ops: General Contractor - 30 day notice of cancellation, except 10 days for nonpayment of premium.

## **IMPORTANT**

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

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

## **DISCLAIMER**

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

**Number of Days Notice** 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

**SCHEDULE**

**Name of Person or Organization** City of Coral Gables

**Mailing Address**

Risk Management Division  
2801 Salzedo Street, 2nd Floor.  
Coral Gables 33134

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization, called an additional insured in this endorsement:

1. Whom you are required to add as an additional insured on this policy under a written contract or agreement relating to your business; or
2. Who is named as an additional insured under this policy on a certificate of insurance.

However, the written contract, agreement or certificate of insurance must require additional insured status for a time period during the term of this policy and be executed prior to the "bodily injury", "property damage", "personal injury", or "advertising injury" giving rise to a claim under this policy.

If, however, "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.

3. If the additional insured is:

- (a) An individual, their spouse is also an additional insured.
- (b) A partnership or joint venture, members, partners, and their spouses are also additional insureds. (c) A limited liability company, members and managers are also additional insureds.
- (d) An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
  - (a) Premises you own, rent, lease, or occupy, or
  - (b) Your ongoing operations performed for that additional insured, unless the written contract or agreement or the certificate of insurance requires "your work" coverage (or wording to the same effect) in which case the coverage provided shall extend to "your work" for that additional insured.

Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. The limits of insurance applicable to the additional insured are the least of those specified in the written contract or agreement, or in the certificate of insurance or in the Declarations for this policy. If you also carry an Umbrella policy, and the written contract or agreement or certificate of insurance requires that the additional insured status also apply to such Umbrella policy, the limits of insurance applicable to the additional insured under this policy shall be those specified in the Declarations of this policy. The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.

3. The additional insured status provided by this endorsement does not extend beyond the expiration or termination of a premises lease or rental agreement nor beyond the term of this policy.

4. Any person or organization who is an insured under the terms of this endorsement and who is also an insured under the terms of the GENERAL LIABILITY EXTENSION ENDORSEMENT, if attached to this policy, shall have the benefit of the terms of this endorsement if the terms of this endorsement are broader.

5. If a written contract or agreement or a certificate of insurance as outlined above requires that additional insured status be provided by the use of CG 20 10 11 85, then the terms of that endorsement, which are shown below, are incorporated into this endorsement as respects such additional insured, to the extent that such terms do not restrict coverage otherwise provided by this endorsement:

#### **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

##### **SCHEDULE**

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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#### **CG 20 10 11 85**

The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and

2. Supervisory, inspection, or engineering services.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the written contract, agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **EXCLUSIONS**, provisions 1. through 7. of this endorsement amend the policy as follows:

#### 1. LIQUOR LIABILITY

Exclusion c. **Liquor Liability** is deleted.

#### 2. POLLUTION - HEATING AND AIR CONDITIONING EQUIPMENT

Exclusion f. **Pollution** or any additional pollution exclusion attached to this Coverage Form shall not apply to "Bodily injury" if sustained within a building that is or was at any time owned or occupied by or rented or loaned to any insured and caused by smoke, fumes, vapor or soot from equipment used to heat or cool the building.

#### 3. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion g. **Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

Exclusion g. **Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:

(6) An aircraft that you do not own that is:

- (a) Hired;
- (b) Rented; or
- (c) Loaned to you;

with paid crew for a period of five (5) consecutive days or less.

Paragraph (6) does not apply if the insured has any other insurance for "bodily injury or "property damage" liability for such aircraft, whether such other insurance is primary, excess, contingent or on any other basis.

#### 4. PREMISES ALIENATED

A. Exclusion j. **Damage to Property**, paragraph (2) is deleted.

B. The following paragraph is also deleted from Exclusion j. **Damage to Property**:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you

#### 5. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion j. **Damage to Property**, paragraphs (3), (4), and (6) do not apply to the use of elevators.

B. Exclusion k. **Damage to Your Product** does not apply to:

- 1. The use of elevators; or
- 2. Liability assumed under a sidetrack agreement.

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**6. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT**

- A. Exclusion j. **Damage to Property**, paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- B. With respect to any one borrowed equipment item, provision 6.A. above does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

**7. PRODUCT RECALL EXPENSE**

- A. Exclusion n. **Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:
  - 1. Failure of any products to accomplish their intended purpose;
  - 2. Breach of warranties of fitness, quality, durability or performance;
  - 3. Loss of customer approval or any cost incurred to regain customer approval;
  - 4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;
  - 5. Caprice or whim of the insured;
  - 6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
  - 7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
  - 8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.
- B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph 3. is replaced in its entirety as follows and paragraph 8. is added:
  - 3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and
    - b. "Product recall expenses".
  - 8. Subject to paragraph 5. above, \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

The insurance afforded by provisions 1. through 7. of this endorsement is excess over any valid and collectible insurance (including any deductible) available to the insured whether primary, excess or contingent, and **SECTION IV., paragraph 4. Other Insurance** is changed accordingly.

**8. CONTRACTUAL LIABILITY - PERSONAL AND ADVERTISING INJURY**

Under **SECTION 1 - COVERAGE B.**, paragraph 2. **Exclusions**, paragraph e. **Contractual Liability** is deleted.

**9. SUPPLEMENTARY PAYMENTS**

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, paragraphs 1.b. and 1.d. are deleted and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## 10. BROADENED WHO IS AN INSURED

SECTION II - WHO IS AN INSURED is deleted and replaced with the following:

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1) (a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision 11. of this endorsement.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by;
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only;
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. Any person or organization other than an architect, engineer, or surveyor, which requires in a "work contract" that such person or organization be made an insured under this policy. However, such person or organization shall be an insured only with respect to covered "bodily injury," "property damage," and "personal and advertising injury" that results from "your work" under that "work contract." The coverage afforded to such people or organization will continue only for a period of thirty (30) days after the effective date of the applicable "work contract" or, until the end of the policy term, whichever is earlier. However, if you report to us within the 30-day period stated above the name of the person or organization, as well as the nature of the "work contract" involved, the coverage afforded under this Coverage Form to such people or organization shall continue until the expiration of this policy. This paragraph f. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.

g. Any person or organization to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the maintenance or use of that part of any premises leased to you, including common or public areas about such premises if so required in the contract.

However, no such person or organization is an insured with respect to:

(1) Any "occurrence" that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

(1) "Bodily injury," "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

i. Any person or organization who is the lessor of equipment leased to you to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use by you of such equipment.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

j. Any architect, engineer, or surveyor engaged by you but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specification; or

(2) Supervisory, inspection, or engineering services.

This paragraph j. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.

- k. Any manager, owner, lessor, mortgagee, assignee or receiver of premises, including land leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises or land leased to you.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy that premises, or cease to lease the land; or
  - (2) Structural alteration, new construction or demolition operations performed by or on behalf of that person or organization.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded until the end of the policy period.
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Coverage A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, is an insured but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

This insurance does not apply to any insured person or organization from which you have acquired "your products", or any ingredient, part of container, entering into, accompanying or containing "your products".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.



#### 11. INCIDENTAL MALPRACTICE LIABILITY

As respects provision 10., **SECTION II - WHO IS AN INSURED**, paragraph 2.a.(1)(d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION III - LIMITS OF INSURANCE**, provisions 12. and 13. of this endorsement amend the policy as follows:

#### 12. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

#### 13. INCREASED MEDICAL PAYMENTS LIMIT AND REPORTING PERIOD

- A. The requirement under **SECTION I - COVERAGE C MEDICAL PAYMENTS** that expenses be incurred and reported to us within one year of the date of the accident is changed to three years.
- B. **SECTION III - LIMITS OF INSURANCE**, paragraph 7., the Medical Expense Limit, is subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** and is the greater of:
  - 1. \$10,000; or
  - 2. The amount shown in the Declarations for Medical Expense Limit.
- C. This provision 13. does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

#### 14. LEGAL LIABILITY (SPECIFIC PERILS)

- A. The word fire is changed to "specific perils" where it appears in:
  - 1. The last paragraph of **SECTION I - COVERAGE A**, paragraph 2. Exclusions;
  - 2. **SECTION IV**, paragraph 4.b. Excess Insurance.
- B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."
- C. The Damage To Premises Rented To You Limit described in **SECTION III - LIMITS OF INSURANCE**, paragraph 6., is replaced by a new limit, which is the greater of:
  - 1. \$300,000; or
  - 2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.
- D. This provision 14. does not apply if the Damage To Premises Rented To You Liability of **SECTION I - COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions 15. through 17. of this endorsement amend the policy as follows:

#### 15. KNOWLEDGE OF OCCURRENCE

Under 2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit, paragraph a. is deleted and replaced and paragraphs e. and f. are added as follows:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
  - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

#### 16. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph 6. **Representations** is deleted and replaced with the following:

##### 6. **Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this coverage part if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by the Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

#### 17. **BLANKET WAIVER OF SUBROGATION**

Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

- 8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

#### 18. **EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL**

Paragraph 2. b. of A. **Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

- b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 9. **When We Do Not Renew** is deleted and replaced with the following:

##### 9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**19. MOBILE EQUIPMENT REDEFINED**

Under **SECTION V - DEFINITIONS**, paragraph 12. "Mobile equipment", paragraph f. (1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**20. LIMITED ELECTRONIC DATA LIABILITY**

A. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **Coverage A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$25,000.

B. For this provision 20. only, **SECTION V - DEFINITIONS**, paragraph 17. "Property Damage" is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of "electronic data". Loss of "electronic data" means loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**21. DEFINITIONS**

1. **SECTION V - DEFINITIONS**, paragraph 4. "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. **SECTION V - DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media used with electronically controlled equipment.

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e. Rental of necessary additional warehouse or storage space;
- f. Packaging of or transportation or shipping of defective products to the location you designate; and

g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:

- (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
- (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

"Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

"Work contract" means a written agreement between you and one or more parties for work to be performed by you or on your behalf.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

**Number of Days Notice** 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

**SCHEDULE**

**Name of Person or Organization** City of Coral Gables

**Mailing Address**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ \_\_\_\_\_

#### 1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph A.2., is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### 2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
    - (1) Coverage under this provision is afforded only until the end of the policy period;
    - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
    - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
  - e. Any "employee" of yours using:
    - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
    - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
  - f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
  - g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".
- This provision does not apply:
- (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:

- (a) The lease agreement requires you to provide direct primary insurance for the lessor;
- (b) The "auto" is leased without a driver; and
- (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

### 3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. FELLOW EMPLOYEE is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

#### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000

- C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph 5.b. **Other Insurance** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**6. LOAN OR LEASE GAP COVERAGE**

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- (b) Any:
  - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
  - (4) Security deposits not refunded by a lessor; and
  - (5) Carry-over balances from previous loans or leases.

**7. RENTAL REIMBURSEMENT**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, paragraph 4. **Coverage Extensions** is deleted and replaced by the following:

**4. Coverage Extensions**

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.



**8. AIRBAG COVERAGE**

**SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3.** is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

**9. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

No deductible applies to glass damage.

**10. COLLISION COVERAGE - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

**11. KNOWLEDGE OF ACCIDENT**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS,** paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses

**12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

**SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

**13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD** is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### 14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

##### SCHEDULE

##### Description of Covered "Auto":

Limit of Insurance

Deductible  
\$250

##### A. Coverage

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

##### B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
  - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

##### C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

**D. Deductible**

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

**E. When This Provision Becomes Void**

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

### SCHEDULE

Name of Person or Organization City of Coral Gables

#### Mailing Address

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

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule  
**City of Coral Gables**  
**Risk Management Division**  
**2801 Salzedo Street - 2<sup>nd</sup> Floor**  
**Coral Gables, FL 33134**

"As needed by contract and shown on certificate of insurance on file with company"

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

This endorsement changes the policy to which it is attached and is effective on the date issued otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **1-11-10**

Policy No. **WC205761701**

Endorsement No. **1**

Insured **Tran Construction, Inc.**

Insurance Company **Amerisure Ins. Co**

Countersigned by

*David J. Alter*

**WC 00 03 13**

(Ed. 4-84)

**Coral Gables, City of**

**Certificate issued to Coral Gables, City of  
Collinsworth, Alter, Fowler, Dowling & French**

**12/10/2009**

12/10/2009

NAMED INSURED: Tran Construction Inc.

CERTIFICATE HOLDER: City of Coral Gables

RE: IFB No.: 2009.12.01; Ponce de Leon Boulevard Median Installation and Roadway Improvements Project

UPON AWARD OF THIS PROJECT

Certificate holder will be listed as additional insured for general and auto liability for work performed by the insured and these policies shall be primary and non-contributory when required under contract.

General Liability, Auto Liability, Worker's Compensation & Employer's Liability will be endorsed to contain a waiver of subrogation in favor of the certificate holder.

Ops: General Contractor - 30 day notice of cancellation, except 10 days for nonpayment of premium.

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(-8.5.0) 487-13-95

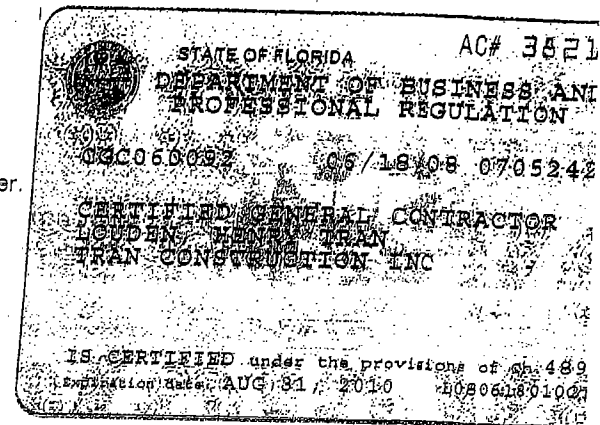
LOUDEN, HENRY TRAN  
TRAN CONSTRUCTION INC  
1000 NW 54 ST  
MIAMI

FL 33127

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DETACH HERE

AC# 3821356

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08061801029

DATE:

**BATCH NUMBER**

# SCIENCE NEWS

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# STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

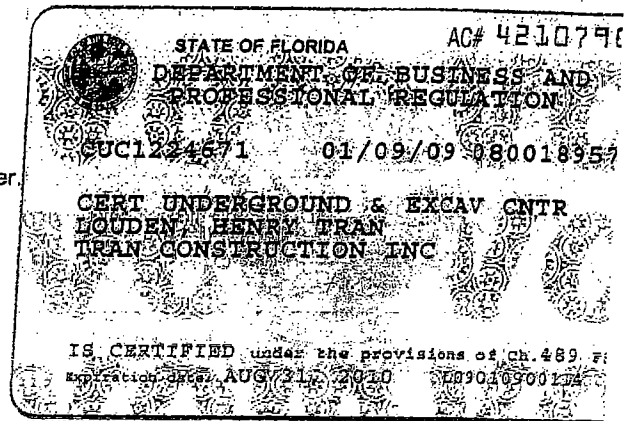
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Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque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

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DETACH HERE

AC# 4210790

# STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09010900114

DATE	BATCH NUMBER	LICENSE NBR
01/09/2009	080018957	CUC1224671

THE UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2010

LOUDEN, HENRY TRAN  
TRAN CONSTRUCTION INC  
1000 NW 54 ST  
MIAMI

FL 33127



MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
1st FLOOR  
MIAMI, FL 33130

2009

LOCAL BUSINESS TAX RECEIPT

2010

MIAMI-DADE COUNTY - STATE OF FLORIDA

EXPIRES SEPT 30, 2010

MUST BE DISPLAYED AT PLACE OF BUSINESS

PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS  
U.S. POSTAGE  
PAID

MIAMI, FL  
PERMIT NO. 231

398068-8

THIS IS NOT A BILL - DO NOT PAY

DUPLICATE

BUSINESS NAME/LOCATION

TRAN CONSTRUCTION INC

1000 NW 54 ST

33127 MIAMI

415444-9

RECEIPT NO.

STATE# CGC060092

OWNER

TRAN CONSTRUCTION INC

Sec Type of Business

196 GENERAL BUILDING CONTRACTOR

WORKER/S

12

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

DO NOT FORWARD

TRAN CONSTRUCTION INC  
HENRY T LOUDEN PRES  
1000 NW 54 ST  
MIAMI FL 33127

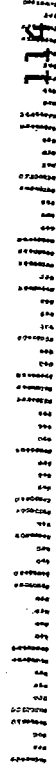
PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR

07/28/2009

60010000479

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SEE OTHER SIDE





Carlos Alvarez, Mayor

Small Business Development  
111 NW 1st Street • 19th Floor  
Miami, Florida 33128-1906  
T 305-375-3111 F 305-375-3160

miamidade.gov

April 16, 2009

Henry Loudon  
TRAN CONSTRUCTION, INC.  
1000 NW 54 St  
Miami, FL 33127-0000

CERT. NO: 2360  
APPROVAL DATE(s): 04/16/2009 - DBE  
ANNIVERSARY DATE: 04/16/2010

Dear Henry Loudon:

Small Business Development (SBD) has completed the review of your application and the attachments submitted for certification. Your firm is officially certified as a Disadvantaged Business Enterprise (DBE) in accordance with the State of Florida Unified Certification Program (UCP) approved by the U.S. Department of Transportation (FDOT) in the categories listed below.

This certification affords you company the opportunity to participate in contracts throughout the State of Florida with DBE measures. While DBE certification qualifies your firm to bid and participate on projects with DBE participation requirements, please note that this certification does not allow you to participate on projects with Community Small Business Enterprise (CSBE), Small Business Enterprise (SBE) and/or Community Business Enterprise (CBE) program requirements unless certified in the specific program.

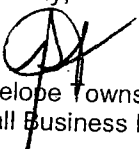
Your DBE certification requires you complete a Continuing Eligibility Form annually. To ensure timely processing the Continuing Eligibility Form is accessible at <http://www.miamidade.gov/sba/forms.asp>. A hard copy is available upon request and may be sent to you via mail or facsimile. Failure to complete the required form and submit with the required supporting documents on or before your anniversary date may subject your firm's removal from the Florida DBE Unified Certification Program.

If any changes occur within your company during the certified period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department in writing, immediately. It is of critical importance that the current information regarding your company be updated. All inquiries or changes related to this certification should be directed to the SBD Certification Unit.

Should you have questions regarding your firm's certification, please contact the Certification Unit at [SBDcert@miamidade.gov](mailto:SBDcert@miamidade.gov) or call (305) 375-3111.

We look forward to your participation and success in Miami-Dade County's small and/or disadvantaged business programs.

Sincerely,

  
Penelope Townsley, Director  
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)  
INDUSTRIAL BUILDING CONSTRUCTION (DBE)  
COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION (DBE)

# DECLARATION OF POLICY

Affirmative Action Plan No: 2001-0598

Expiration Date: 07/31/2010

TRAN CONSTRUCTION, INC.

1000 NW 54 St

Miami, FL 33127-0000

Phone: 305-756-7756

Fax: 305-756-7780

In accordance with the requirements of Miami-Dade County Ordinance 82-37 and/or Ordinance 98-30 and Resolution No. 1049-93, TRAN CONSTRUCTION, INC. affirms its commitment to equal employment opportunity and has submitted an Affirmative Action Plan for the purpose of maintaining that promise with particular emphasis on the minority workforce population and the utilization of minority professional firms, consultants and/or suppliers.



*Delivering Excellence Every Day*

Henry Loudon  
Affirmative Action Officer

7/14/09  
Date

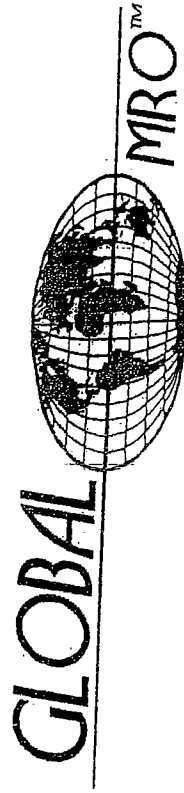
Luisa M. Millan, R.A., Chief

07/14/2009  
Date

Professional Services Division/Office of Capital Improvements

TRAN CONSTRUCTION, INC.

**This Company Maintains a  
Drug-Free Workplace.**



A Division of Preventive Medicine Testing Centers, Inc.

Program Administered by  
GLOBAL MRO

**(800) 520-3429**



SM

Building Quality & Delivering Excellence<sup>SM</sup>

Florida License #: CGC 060092 / CCC 132822 / CUC 1224671 / CACA 15558

Miami Dade County General Engineering License #: E 0900101

Georgia License #: GCCO 001759 / UM 102360

South Carolina License #: G 114894

1000 NW 54th Street, Miami, FL 33127; Phone-305-756-7756; Fax-305-756-7780 OR 7781

#### REFERENCES

AGENCY	OWNER'S NAME	TITLE	PHONE	FAX	CELL	EMAIL
AUGUSTA NATIONAL	MR. JOE HERRERA	MANAGER	706-667-6303	706-667-6315	706-667-6303	jherrera@augustanational.com
AUGUSTA NATIONAL	MR. CHIP SCAMMON	DIRECTOR	706-667-6000	706-667-6315	706-830-6307	BWScammon@AugustaNational.com
BROWARD COUNTY	MR. ANH TON	PROJECT MGR	954-468-0198	954-765-5389	954-325-7664	ATON@BROWARD.ORG
CITY OF BAY HARBOR	MR. RONALD WASSON	TOWN MANAGER	305-866-6241	305-866-4863	516-764-1120	RWASSON@BAYHARBORISLANDS.NET
CITY OF HOMESTEAD	MR. JULIO BREA	TOWN MANAGER	305-224-4772	305-224-4789	305-301-4464	JBrea@cityofhomestead.com
CITY OF MIAMI	MR. KEITH NG	MANAGER	305-416-1272	305-416-2153	305-416-1272	kng@miamigov.com
CITY OF NORTH MIAMI	MR. MIKE DELGADO	FACILITIES MANAGER	305-948-2936	305-919-1838	756-236-5258	JOSE.DELGADO@CITYNMB.COM
CITY OF NORTH MIAMI	MR. AIRIA AUSTIN	OPERATIONS MANAGER	305-948-2981	305-919-1838	305-469-7035	AIRIA.AUSTIN@CITYNMB.COM
HDR INC	MR. ED HERALD	MANAGER	305-785-3269	713-335-1919	305-785-3269	ed.herald@hdrinc.com
HDR INC	MR. NEIL POTEET	DIRECTOR	305-772-4676	305-459-9164	305-772-4676	Neal.Poteet@hdrinc.com
KERDYK REAL ESTATE MGMT.	MS. SALLY BAUMGARTNER	MANAGER	305-491-4180	305-448-8384	305-491-4180	sallysez@yahoo.com
MDCPS	DR. CLAUDIUS CARNEGIE	DIRECTOR	305-995-7993	305-995-7966	786-229-7355	CCARNEGIE@DADESCHOOLS.NET
MDCPS	MR. MARK DOZIER	PROJECT MGR	305-995-7993	305-995-7966	786-229-1549	MDOZIER@DADESCHOOLS.NET

**TRAN**  
CONSTRUCTION SMBuilding Quality & Delivering Excellence<sub>SM</sub>

Florida License #: CGC 060092 / CCC 1328822 / CUC 1224671 / CACA 15558

Miami Dade County General Engineering License #: E 0900101

Georgia License #: GCCO 001759 / UM 102360

South Carolina License #: G 114894

1000 NW 54th Street, Miami, FL 33127; Phone: 305-756-7756; Fax: 305-756-7780 OR 7781

**REPRESENTATIVE PROJECTS****COMPLETED PROJECTS**  
**1**

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** SABAL PALM ELEMENTARY SEWER REPLACEMENT

**PROJECT LOCATION:** MIAMI, FL

**DESCRIPTION / SCOPE OF WORK:**  
NEW SEWER SYSTEM  
NEW DRAINAGE SYSTEM  
MILLING & NEW ASPHALT  
NEW SIDEWALKS  
NEW LANDSCAPING  
ABANDON & DISPOSE OF EXISTING SEPTIC TANKS

**OWNER NAME:** MIAMI DADE COUNTY PUBLIC SCHOOLS  
**OWNER ADDRESS:** 12525 NW 28th Avenue, Miami, Florida, 33167  
**OWNER TEL #:** 305-995-7993  
**OWNER FAX #:** 305-995-7966  
**OWNER CONTACT:** DR. CLAUDIUS CARNEGIE

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** LOUI FERRINO

**ORIGINAL CONTRACT AMOUNT:** \$ 628,874  
**FINAL CONTRACT AMOUNT:** \$ 628,874

**PROJECT STATUS:** COMPLETED

PUBLIC WORKS COMPLETED PROJECT LIST 10-11-09.xls-MDCPS C (1)

**TRAN**  
CONSTRUCTION SMBuilding Quality & Delivering Excellence<sub>SM</sub>

Florida License #: CGC 060092 / CCC 1328822 / CUC 1224671 / CACA 15558

Miami Dade County General Engineering License #: E 0900101

Georgia License #: GCCO 001759 / UM 102360

South Carolina License #: G 114894

1000 NW 54th Street, Miami, FL 33127; Phone: 305-756-7756; Fax: 305-756-7780 OR 7781

**REPRESENTATIVE PROJECTS****COMPLETED PROJECTS**  
**3**

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** BUNCHE PARK ELEM SANITARY SYSTEM

**PROJECT LOCATION:** MIAMI, FL

**DESCRIPTION / SCOPE OF WORK:**  
NEW SEWER SYSTEM  
NEW DRAINAGE SYSTEM  
MILLING & NEW ASPHALT  
NEW SIDEWALKS  
NEW LANDSCAPING  
ABANDON & DISPOSE OF EXISTING SEPTIC TANKS

**OWNER NAME:** MIAMI DADE COUNTY PUBLIC SCHOOLS  
**OWNER ADDRESS:** 12525 NW 28th Avenue, Miami, Florida, 33167  
**OWNER TEL #:** 305-995-7993  
**OWNER FAX #:** 305-995-7966  
**OWNER CONTACT:** DR. CLAUDIUS CARNEGIE

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** LOUI FERRINO

**ORIGINAL CONTRACT AMOUNT:** \$ 899,746  
**FINAL CONTRACT AMOUNT:** \$ 899,746

**PROJECT STATUS:** COMPLETED

**TRAN**  
CONSTRUCTION SMBuilding Quality & Delivering Excellence<sub>SM</sub>

Florida License #: CGC 060092 / CCC 1328822 / CUC 1224671 / CACA 15558

Miami Dade County General Engineering License #: E 0900101

Georgia License #: GCCO 001759 / UM 102360

South Carolina License #: G 114894

1000 NW 54th Street, Miami, FL 33127; Phone: 305-756-7756; Fax: 305-756-7780 OR 7781

**REPRESENTATIVE PROJECTS****COMPLETED PROJECTS**  
**2**

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** NE TRANSPORTATION CENTER

**PROJECT LOCATION:** MIAMI, FL

**DESCRIPTION / SCOPE OF WORK:**  
DEMO EXISTING UNDERGR'D FUEL STORAGE TANKS  
NEW ELECTRICAL SERVICE FOR FUEL DISPENSERS  
NEW FUEL LINES  
NEW UNDERGROUND FUEL STORAGE TANKS  
NEW SUBBASE  
NEW BASE  
NEW ASPHALT  
NEW FENCING  
NEW BOLLARDS

**OWNER NAME:** MIAMI DADE COUNTY PUBLIC SCHOOLS  
**OWNER ADDRESS:** 12525 NW 28th Avenue, Miami, Florida, 33167  
**OWNER TEL #:** 305-995-7993  
**OWNER FAX #:** 305-995-7966  
**OWNER CONTACT:** DR. CLAUDIUS CARNEGIE

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** LOUI FERRINO

**ORIGINAL CONTRACT AMOUNT:** \$ 1,850,006  
**FINAL CONTRACT AMOUNT:** \$ 1,850,006

**PROJECT STATUS:** COMPLETED

PUBLIC WORKS COMPLETED PROJECT LIST 10-11-09.xls-MDCPS C (2)

**TRAN**  
CONSTRUCTION SMBuilding Quality & Delivering Excellence<sub>SM</sub>

Florida License #: CGC 060092 / CCC 1328822 / CUC 1224671 / CACA 15558

Miami Dade County General Engineering License #: E 0900101

Georgia License #: GCCO 001759 / UM 102360

South Carolina License #: G 114894

1000 NW 54th Street, Miami, FL 33127; Phone: 305-756-7756; Fax: 305-756-7780 OR 7781

**REPRESENTATIVE PROJECTS****COMPLETED PROJECTS**  
**4**

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** VINELAND ELEM SANITARY SYSTEM

**PROJECT LOCATION:** MIAMI, FL

**DESCRIPTION / SCOPE OF WORK:**  
NEW SEWER SYSTEM  
NEW DRAINAGE SYSTEM  
MILLING & NEW ASPHALT  
NEW SIDEWALKS  
NEW LANDSCAPING  
ABANDON & DISPOSE OF EXISTING SEPTIC TANKS

**OWNER NAME:** MIAMI DADE COUNTY PUBLIC SCHOOLS  
**OWNER ADDRESS:** 12525 NW 28th Avenue, Miami, Florida, 33167  
**OWNER TEL #:** 305-995-7993  
**OWNER FAX #:** 305-995-7966  
**OWNER CONTACT:** DR. CLAUDIUS CARNEGIE

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** LOUI FERRINO

**ORIGINAL CONTRACT AMOUNT:** \$ 930,865  
**FINAL CONTRACT AMOUNT:** \$ 930,865

**PROJECT STATUS:** COMPLETED

REPRESENTATIVE PROJECTS	COMPLETED PROJECTS 5
BIDDER'S ROLE:	GENERAL CONTRACTOR
PROJECT NAME:	CORAL GABLES SR SANITARY SYSTEM
PROJECT LOCATION:	MIAMI, FL
DESCRIPTION / SCOPE OF WORK:	NEW SEWER SYSTEM NEW DRAINAGE SYSTEM NEW LIFT STATION NEW FORCE MAIN MILLING & NEW ASPHALT NEW SIDEWALKS NEW LANDSCAPING ABANDON & DISPOSE OF EXISTING SEPTIC TANKS
OWNER NAME:	MIAMI DADE COUNTY PUBLIC SCHOOLS
OWNER ADDRESS:	12525 NW 28th Avenue, Miami, Florida, 33167
OWNER TEL #:	305-995-7993
OWNER FAX #:	305-995-7966
OWNER CONTACT:	DR. CLAUDIUS CARNEGIE
BIDDER PROJ. MGR:	HENRY T. LOUDEN
BIDDER SUPERVISOR:	LOUI FERRINO
ORIGINAL CONTRACT AMOUNT:	\$ 1,259,000
FINAL CONTRACT AMOUNT:	\$ 1,259,000
PROJECT STATUS:	COMPLETED

PUBLIC WORKS COMPLETED PROJECT LIST 10-11-09.xls-MDCPS C (5)

REPRESENTATIVE PROJECTS	COMPLETED PROJECTS 7
BIDDER'S ROLE:	GENERAL CONTRACTOR
PROJECT NAME:	MLK BLVD STREETSCAPE
PROJECT LOCATION:	MIAMI, FL
DESCRIPTION / SCOPE OF WORK:	NEW SITE FURNITURE NEW DRAINAGE SYSTEM NEW CURBS & VALLEY GUTTERS MILLING & NEW ASPHALT NEW SIDEWALKS NEW LANDSCAPING NEW STREET LIGHTING NEW STREET LIGHTING LOAD CENTERS NEW STREET SIGNALIZATION NEW STRIPPING / RPM'S NEW ADA RAMPS
OWNER NAME:	CITY OF MIAMI / HDR INC.
OWNER ADDRESS:	444 SW 2ND AVE., MIAMI, FL 33130
OWNER TEL #:	305-785-3269
OWNER FAX #:	713-527-6442
OWNER CONTACT:	MR. ED HERALD
BIDDER PROJ. MGR:	HENRY T. LOUDEN
BIDDER SUPERVISOR:	A. DIAZ
ORIGINAL CONTRACT AMOUNT:	\$ 3,774,149
FINAL CONTRACT AMOUNT:	\$ 3,774,149
PROJECT STATUS:	COMPLETED

REPRESENTATIVE PROJECTS	COMPLETED PROJECTS 6
BIDDER'S ROLE:	GENERAL CONTRACTOR
PROJECT NAME:	CORAL WAY STREETSCAPE
PROJECT LOCATION:	MIAMI, FL
DESCRIPTION / SCOPE OF WORK:	NEW CURBS & VALLEY GUTTERS MILLING & NEW ASPHALT NEW IRRIGATION NEW LANDSCAPING NEW ROOT BARRIERS
OWNER NAME:	CITY OF MIAMI / HDR INC.
OWNER ADDRESS:	444 SW 2ND AVE., MIAMI, FL 33130
OWNER TEL #:	305-785-3269
OWNER FAX #:	713-527-6442
OWNER CONTACT:	MR. ED HERALD
BIDDER PROJ. MGR:	HENRY T. LOUDEN
BIDDER SUPERVISOR:	A. DIAZ
ORIGINAL CONTRACT AMOUNT:	\$ 863,462
FINAL CONTRACT AMOUNT:	\$ 863,462
PROJECT STATUS:	COMPLETED

PUBLIC WORKS COMPLETED PROJECT LIST 10-11-09.xls-COM C (6)

REPRESENTATIVE PROJECTS	COMPLETED PROJECTS 8
BIDDER'S ROLE:	GENERAL CONTRACTOR
PROJECT NAME:	BRICKELL STREETSCAPE
PROJECT LOCATION:	MIAMI, FL
DESCRIPTION / SCOPE OF WORK:	NEW CURBS & VALLEY GUTTERS MILLING & NEW ASPHALT NEW IRRIGATION NEW LANDSCAPING NEW CROSSINGS NEW STREET LIGHTINGS NEW STREET LIGHTING LOAD CENTERS NEW SEWER CONNECTIONS NEW WATER SYSTEMS REMOVAL & DISPOSE EXISTING LIGHT POLES NEW MEDIAN FOUNTAINS NEW STRIPPING / RPM'S NEW ADA RAMPS NEW SIDEWALKS
OWNER NAME:	CITY OF MIAMI / HDR INC.
OWNER ADDRESS:	444 SW 2ND AVE., MIAMI, FL 33130
OWNER TEL #:	305-785-3269
OWNER FAX #:	713-527-6442
OWNER CONTACT:	MR. ED HERALD
BIDDER PROJ. MGR:	HENRY T. LOUDEN
BIDDER SUPERVISOR:	A. DIAZ
ORIGINAL CONTRACT AMOUNT:	\$ 2,299,836
FINAL CONTRACT AMOUNT:	\$ 2,299,836
PROJECT STATUS:	COMPLETED

**REPRESENTATIVE PROJECTS** **COMPLETED PROJECTS**  
**9**

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** 34TH STREET STREETScape

**PROJECT LOCATION:** MIAMI, FL

**DESCRIPTION / SCOPE OF WORK:**  
NEW CURBS & VALLEY GUTTERS  
MILLING & NEW ASPHALT  
NEW IRRIGATION  
NEW LANDSCAPING  
NEW STRIPPING / RPM'S  
NEW ADA RAMPS  
RECONSTRUCT SUBBASE / BASE / ROADWAY  
NEW SIDEWALKS  
NEW DRAINAGE SYSTEM

**OWNER NAME:** CITY OF MIAMI / HDR INC.  
**OWNER ADDRESS:** 444 SW 2ND AVE., MIAMI, FL 33130  
**OWNER TEL #:** 305-785-3269  
**OWNER FAX #:** 713-527-6442  
**OWNER CONTACT:** MR. ED HERALD

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** A. DIAZ

**ORIGINAL CONTRACT AMOUNT:** \$ 1,409,152  
**FINAL CONTRACT AMOUNT:** \$ 1,409,152

**PROJECT STATUS:** COMPLETED

PUBLIC WORKS COMPLETED PROJECT LIST 10-11-09.xls-COM C (9)

**REPRESENTATIVE PROJECTS** **COMPLETED PROJECTS**  
**11**

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** MEMORIAL BLVD STREETScape

**PROJECT LOCATION:** MIAMI, FL

**DESCRIPTION / SCOPE OF WORK:**  
NEW ELECTRICAL STREET LIGHTING CONDUIT SYSTEM  
NEW DRAINAGE SYSTEM  
NEW CURBS & VALLEY GUTTERS  
RECONSTRUCT SUBBASE / BASE / ROADWAY  
MILLING & NEW ASPHALT  
NEW DECORATIVE & COLORED SIDEWALKS  
REMOVE MATURE TREES & NEW LANDSCAPING  
REMOVE & REPLACE CONCRETE PAVERS  
NEW STRIPPING / RPM'S  
NEW ADA RAMPS

**OWNER NAME:** CITY OF MIAMI / HDR INC.  
**OWNER ADDRESS:** 444 SW 2ND AVE., MIAMI, FL 33130  
**OWNER TEL #:** 305-785-3269  
**OWNER FAX #:** 713-527-6442  
**OWNER CONTACT:** MR. ED HERALD

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** A. DIAZ

**ORIGINAL CONTRACT AMOUNT:** \$ 3,879,786  
**FINAL CONTRACT AMOUNT:** \$ 3,879,786

**PROJECT STATUS:** COMPLETED

**REPRESENTATIVE PROJECTS** **COMPLETED PROJECTS**  
**10**

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** US1 WALL - WALL REPLACEMENT

**PROJECT LOCATION:** MIAMI, FL

**DESCRIPTION / SCOPE OF WORK:**  
DEMOLITION OF EXISTING CBS REINFORCED WALL  
NEW 12' HIGH BARRIER WALL FOUNDATION  
NEW 12' HIGH BARRIER WALL COLUMNS  
NEW 12' HIGH BARRIER WALL PANELS  
NEW LANDSCAPING  
NEW STRIPPING / RPM'S  
NEW ADA RAMPS  
NEW CURBS & VALLEY GUTTERS  
NEW SIDEWALKS  
NEW GUARDRAILS  
RELOCATE SIGNALIZATION SYSTEM  
DE-ENERGIZE FPL POWER LINES FOR PANEL INSTAL'N  
11PM TO 6AM NIGHT SHIFT

**OWNER NAME:** CITY OF MIAMI  
**OWNER ADDRESS:** 444 SW 2ND AVE., MIAMI, FL 33130  
**OWNER TEL #:** 305-416-1240  
**OWNER FAX #:** 305-416-2153  
**OWNER CONTACT:** MR. DAVID MENDEZ

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** A. DIAZ

**ORIGINAL CONTRACT AMOUNT:** \$ 2,368,971  
**FINAL CONTRACT AMOUNT:** \$ 2,368,971

**PROJECT STATUS:** COMPLETED

PUBLIC WORKS COMPLETED PROJECT LIST 10-11-09.xls-COM C (10)

**REPRESENTATIVE PROJECTS** **COMPLETED PROJECTS**  
**12**

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** FLORAL PARK STREETScape

**PROJECT LOCATION:** MIAMI, FL

**DESCRIPTION / SCOPE OF WORK:**  
NEW ROW PARKING PAVERS  
NEW DRAINAGE SYSTEM  
NEW PLANTER CURBS  
NEW CURBS & VALLEY GUTTERS  
MILLING & NEW ASPHALT  
NEW SIDEWALKS  
NEW LANDSCAPING  
NEW STRIPPING / RPM'S  
NEW ADA RAMPS

**OWNER NAME:** CITY OF MIAMI / HDR INC.  
**OWNER ADDRESS:** 444 SW 2ND AVE., MIAMI, FL 33130  
**OWNER TEL #:** 305-785-3269  
**OWNER FAX #:** 713-527-6442  
**OWNER CONTACT:** MR. ED HERALD

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** A. DIAZ

**ORIGINAL CONTRACT AMOUNT:** \$ 2,320,909  
**FINAL CONTRACT AMOUNT:** \$ 2,320,909

**PROJECT STATUS:** COMPLETED



**TRAN**

CONSTRUCTION SM

Building Quality & Delivering Excellence<sub>SM</sub>

Florida License #: CGC 060092 / CCC 1328822 / CUC 1224671 / CACA 15558

Miami Dade County General Engineering License #: E 0900101

Georgia License #: GCCO 001759 / UM 102360

South Carolina License #: G 114894

1000 NW 54th Street, Miami, FL 33127; Phone-305-756-7756; Fax-305-756-7780 OR 7781

**COMPLETED PROJECTS**  
**13****REPRESENTATIVE PROJECTS**

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** OCEANFRONT RIGHT OF WAY

**PROJECT LOCATION:** MIAMI BEACH, FL

**DESCRIPTION / SCOPE OF WORK:**

NEW SITE DRAINAGE SYSTEM  
NEW SITE WATER SYSTEM  
NEW SITE ELECTRICAL SYSTEM  
NEW IRRIGATION SYSTEM  
NEW CURBS & VALLEY GUTTERS  
NEW ROADWAY SUBBASE  
NEW ROADWAY BASE  
NEW ROADWAY ASPHALT  
NEW STRIPPING / RPM'S / STREET SIGNAGE  
NEW ADA RAMPS / NEW SIDEWALKS  
NEW LANDSCAPING

**OWNER NAME:** CITY OF MIAMI BEACH  
**OWNER ADDRESS:** 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139  
**OWNER TEL #:** 305-673-7000  
**OWNER FAX #:** 305-673-7000  
**OWNER CONTACT:** MR. AURELIO CARMENETAS

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** DAVID CLENDENEN

**ORIGINAL CONTRACT AMOUNT:** \$ 3,392,038  
**FINAL CONTRACT AMOUNT:** \$ 3,392,038

**PROJECT STATUS:** COMPLETED

**TRAN**

CONSTRUCTION SM

Building Quality & Delivering Excellence<sub>SM</sub>

Florida License #: CGC 060092 / CCC 1328822 / CUC 1224671 / CACA 15558

Miami Dade County General Engineering License #: E 0900101

Georgia License #: GCCO 001759 / UM 102360

South Carolina License #: G 114894

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**COMPLETED PROJECTS**  
**14****REPRESENTATIVE PROJECTS**

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** GRAND AVENUE - STREET LIGHTING

**PROJECT LOCATION:** MIAMI, FL

**DESCRIPTION / SCOPE OF WORK:**

NEW STREET UP-LIGHTING  
NEW ELECTRICAL LOAD CENTERS  
NEW STRIPPING / ADA SIGNAGE  
NEW ADA RAMPS / NEW SIDEWALKS  
NEW LANDSCAPING

**OWNER NAME:** CITY OF MIAMI  
**OWNER ADDRESS:** 444 SW 2ND AVE., MIAMI, FL 33130  
**OWNER TEL #:** 305-416-1240  
**OWNER FAX #:** 305-416-2153  
**OWNER CONTACT:** MR. DAVID MENDEZ

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** ALVARO ARELLANO

**ORIGINAL CONTRACT AMOUNT:** \$ 813,250  
**FINAL CONTRACT AMOUNT:** \$ 813,250

**PROJECT STATUS:** COMPLETED

**REPRESENTATIVE PROJECTS** **PUBLIC WORKS IN PROGRESS CONTRACTS**  
**1**

**BIDDER'S ROLE:** GENERAL CONTRACTOR  
**PROJECT NAME:** MIAMI PARK ELEM SEWER REPLACEMENT  
**PROJECT LOCATION:** MIAMI, FL  
**DESCRIPTION / SCOPE OF WORK:**  
NEW SEWER SYSTEM  
NEW DRAINAGE SYSTEM  
MILLING & NEW ASPHALT  
NEW SIDEWALKS  
NEW LANDSCAPING  
ABANDON & DISPOSE OF EXISTING SEPTIC TANKS  
**OWNER NAME:** MIAMI DADE COUNTY PUBLIC SCHOOLS  
**OWNER ADDRESS:** 12525 NW 28th Avenue, Miami, Florida, 33167  
**OWNER TEL #:** 305-995-7993  
**OWNER FAX #:** 305-995-7966  
**OWNER CONTACT:** DR. CLAUDIUS CARNEGIE  
**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** LOUI FERRINO  
**ORIGINAL CONTRACT AMOUNT:** \$ 763,168  
**FINAL CONTRACT AMOUNT:** \$ 763,168  
**PROJECT STATUS:** 95%

PUBLIC WORKS IN PROGRESS PROJECT LIST 10-11-09.xls-MDCPS IP (1)

**REPRESENTATIVE PROJECTS** **PUBLIC WORKS IN PROGRESS CONTRACTS**  
**3**

**BIDDER'S ROLE:** GENERAL CONTRACTOR  
**PROJECT NAME:** BROWARD UNDERGROUND STORAGE TANK REMOVAL AND REPLACEMENT  
**PROJECT LOCATION:** FT. LAUDERDALE, FL  
**DESCRIPTION / SCOPE OF WORK:**  
DEMO EXISTING UNDERGR'D FUEL STORAGE TANKS  
NEW ELECTRICAL SERVICE FOR FUEL DISPENSERS  
NEW FUEL LINES  
NEW UNDERGROUND FUEL STORAGE TANKS  
NEW SUBBASE  
NEW BASE  
NEW ASPHALT  
NEW FENCING  
NEW BOLLARDS  
**OWNER NAME:** BROWARD COUNTY  
**OWNER ADDRESS:** 115 S. ANDREWS AVENUE, FT. LAUDERDALE, FL 33301  
**OWNER TEL #:** 954-357-6085  
**OWNER FAX #:** 954-357-5527  
**OWNER CONTACT:** MS. CHRISTINE CALHOUN  
**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** LOUI FERRINO  
**ORIGINAL CONTRACT AMOUNT:** \$ 5,197,000  
**FINAL CONTRACT AMOUNT:** \$ 5,197,000  
**PROJECT STATUS:** 40%

**REPRESENTATIVE PROJECTS** **PUBLIC WORKS IN PROGRESS CONTRACTS**  
**2**

**BIDDER'S ROLE:** GENERAL CONTRACTOR  
**PROJECT NAME:** MIAMI SHORES ELEM SEWER REPLACEMENT  
**PROJECT LOCATION:** MIAMI, FL  
**DESCRIPTION / SCOPE OF WORK:**  
NEW SEWER SYSTEM  
NEW DRAINAGE SYSTEM  
MILLING & NEW ASPHALT  
NEW SIDEWALKS  
NEW LANDSCAPING  
ABANDON & DISPOSE OF EXISTING SEPTIC TANKS  
**OWNER NAME:** MIAMI DADE COUNTY PUBLIC SCHOOLS  
**OWNER ADDRESS:** 12525 NW 28th Avenue, Miami, Florida, 33167  
**OWNER TEL #:** 305-995-7993  
**OWNER FAX #:** 305-995-7966  
**OWNER CONTACT:** DR. CLAUDIUS CARNEGIE  
**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** LOUI FERRINO  
**ORIGINAL CONTRACT AMOUNT:** \$ 799,458  
**FINAL CONTRACT AMOUNT:** \$ 799,458  
**PROJECT STATUS:** IN PERMITTING

PUBLIC WORKS IN PROGRESS PROJECT LIST 10-11-09.xls-MDCPS IP (2)

**REPRESENTATIVE PROJECTS** **PUBLIC WORKS IN PROGRESS CONTRACTS**  
**4**

**BIDDER'S ROLE:** GENERAL CONTRACTOR  
**PROJECT NAME:** DISTRICT THREE STREETSCAPE  
**PROJECT LOCATION:** MIAMI, FL  
**DESCRIPTION / SCOPE OF WORK:**  
NEW SITE DRAINAGE SYSTEM  
NEW CURBS & VALLEY GUTTERS  
NEW ASPHALT PARKING LOT  
NEW STRIPPING / ADA SIGNAGE  
NEW ADA RAMPS / NEW SIDEWALKS  
NEW LANDSCAPING  
**OWNER NAME:** CITY OF MIAMI  
**OWNER ADDRESS:** 444 SW 2ND AVE., MIAMI, FL 33130  
**OWNER TEL #:** 305-416-1240  
**OWNER FAX #:** 305-416-2153  
**OWNER CONTACT:** MR. DAVID MENDEZ  
**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** ALVARO ARELLANO  
**ORIGINAL CONTRACT AMOUNT:** \$ 569,040  
**FINAL CONTRACT AMOUNT:** \$ 569,040  
**PROJECT STATUS:** 95%

# REPRESENTATIVE PROJECTS

## PUBLIC WORKS IN PROGRESS CONTRACTS 5

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** DISTRICT FOUR STREETSCAPE

**PROJECT LOCATION:** MIAMI, FL

**DESCRIPTION / SCOPE OF WORK:**  
NEW SITE DRAINAGE SYSTEM  
NEW CURBS & VALLEY GUTTERS  
NEW ASPHALT PARKING LOT  
NEW STRIPPING / ADA SIGNAGE  
NEW ADA RAMPS / NEW SIDEWALKS  
NEW LANDSCAPING

**OWNER NAME:** CITY OF MIAMI  
**OWNER ADDRESS:** 444 SW 2ND AVE., MIAMI, FL 33130  
**OWNER TEL #:** 305-416-1240  
**OWNER FAX #:** 305-416-2153  
**OWNER CONTACT:** MR. DAVID MENDEZ

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** ALVARO ARELLANO

**ORIGINAL CONTRACT AMOUNT:** \$ 644,487  
**FINAL CONTRACT AMOUNT:** \$ 644,487

**PROJECT STATUS:** 95%

PUBLIC WORKS IN PROGRESS PROJECT LIST 10-11-09.xls-COM IP (5)

# REPRESENTATIVE PROJECTS

## PUBLIC WORKS IN PROGRESS CONTRACTS 7

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** MELREESE GOLF COURSE CLUBHOUSE

**PROJECT LOCATION:** MIAMI, FL

**DESCRIPTION / SCOPE OF WORK:**  
NEW SITE DRAINAGE SYSTEM  
NEW SITE WATER SYSTEM  
NEW SITE ELECTRICAL SYSTEM  
NEW PARKING LOT LIGHTING  
NEW IRRIGATION SYSTEM  
NEW CURBS & VALLEY GUTTERS  
NEW ASPHALT PARKING LOT  
NEW STRIPPING / ADA SIGNAGE  
NEW ADA RAMPS / NEW SIDEWALKS  
NEW LANDSCAPING

**OWNER NAME:** CITY OF MIAMI  
**OWNER ADDRESS:** 444 SW 2ND AVE., MIAMI, FL 33130  
**OWNER TEL #:** 305-416-1002  
**OWNER FAX #:** 305-416-2153  
**OWNER CONTACT:** MR. ROBERT FENTON

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** FAUSTO RICARDO

**ORIGINAL CONTRACT AMOUNT:** \$ 4,028,000  
**FINAL CONTRACT AMOUNT:** \$ 4,028,000

**PROJECT STATUS:** 90%

# REPRESENTATIVE PROJECTS

## PUBLIC WORKS IN PROGRESS CONTRACTS 6

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** HOMESTEAD COMMUNITY CENTER

**PROJECT LOCATION:** HOMESTEAD, FL

**DESCRIPTION / SCOPE OF WORK:**  
NEW SITE DRAINAGE SYSTEM  
NEW SITE WATER SYSTEM  
NEW SANITARY SYSTEM  
NEW CURBS & VALLEY GUTTERS  
NEW ASPHALT PARKING LOT  
NEW STRIPPING / ADA SIGNAGE  
NEW ADA RAMPS / NEW SIDEWALKS  
NEW LANDSCAPING  
NEW FENCING

**OWNER NAME:** CITY OF HOMESTEAD  
**OWNER ADDRESS:** 551 SE 8TH STREET, HOMESTEAD, FL 33030  
**OWNER TEL #:** 305-224-4772  
**OWNER FAX #:** 305-224-4789  
**OWNER CONTACT:** MR. JULIO BREA

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** ROLANDO PEREZ

**ORIGINAL CONTRACT AMOUNT:** \$ 3,687,000  
**FINAL CONTRACT AMOUNT:** \$ 3,687,000

**PROJECT STATUS:** 90%

PUBLIC WORKS IN PROGRESS PROJECT LIST 10-11-09.xls-COH HCC IP (6)

# REPRESENTATIVE PROJECTS

## PUBLIC WORKS IN PROGRESS CONTRACTS 8

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** BAY HARBOR ISLANDS COMMUNITY ENHANCEMENT PHASE II

**PROJECT LOCATION:** BAY HARBOR ISLANDS, FL

**DESCRIPTION / SCOPE OF WORK:**  
NEW SITE ELECTRICAL SYSTEM  
MILLING ASPHALT  
NEW IRRIGATION SYSTEM  
NEW CURBS & VALLEY GUTTERS  
NEW ASPHALT ROADWAY  
NEW STRIPPING / ADA SIGNAGE  
NEW ADA RAMPS / NEW SIDEWALKS  
NEW LANDSCAPING

**OWNER NAME:** TOWN OF BAY HARBOR ISLANDS  
**OWNER ADDRESS:** 9665 BAY HARBOR TERRACE, BAY HARBOR ISLANDS, FL 33154  
**OWNER TEL #:** 305-866-6241  
**OWNER FAX #:** 305-866-4863  
**OWNER CONTACT:** MR. RANDY DANIELS  
[RDANIEL@BAYHARBORISLANDS.NET](mailto:RDANIEL@BAYHARBORISLANDS.NET)

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** JOHN MARKS

**ORIGINAL CONTRACT AMOUNT:** \$ 2,452,377  
**FINAL CONTRACT AMOUNT:** \$ 2,452,377

**PROJECT STATUS:** 50%

#### REPRESENTATIVE PROJECTS

#### PUBLIC WORKS IN PROGRESS CONTRACTS 9

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** CITY OF MIAMI GARDENS - LANDSCAPE BEUTIFICATION

**PROJECT LOCATION:** CITY OF MIAMI GARDENS

**DESCRIPTION / SCOPE OF WORK:**  
NEW LANDSCAPING  
NEW IRRIGATION  
NEW IRRIGATION METERS  
DIRECTIONAL BORING

**OWNER NAME:** CITY OF MIAMI GARDENS  
**OWNER ADDRESS:** 1515 NW 16TH STREET, MIAMI GARDENS, FL 33169  
**OWNER TEL #:** 305-622-8000X3332  
**OWNER FAX #:** 305-622-8032  
**OWNER CONTACT:** MR. KERRITH FIDDLER  
KFIDDLER@MIAMIGARDENS-FL.GOV

**BIDDER PROJ. MGR:** DAVID CLENDENEN  
**BIDDER SUPERVISOR:** ALVARO ARELLANO

**ORIGINAL CONTRACT AMOUNT:** \$ 370,844  
**FINAL CONTRACT AMOUNT:** \$ 370,844

**PROJECT STATUS:** 99%

PUBLIC WORKS IN PROGRESS PROJECT LIST 10-11-09.xls-CMG IP (9)

#### REPRESENTATIVE PROJECTS

#### PUBLIC WORKS IN PROGRESS CONTRACTS 11

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** NW 50TH STREET - NEIGHBORHOOD ENHANCEMENTS

**PROJECT LOCATION:** CITY OF TAMARAC, Public Works Department

**DESCRIPTION / SCOPE OF WORK:**  
NEW SIDEWALKS  
NEW RETAINING WALL  
DRAINAGE ADJUSTMENTS  
NEW CURBS & VALLEY GUTTERS  
NEW FENCING  
NEW GUARDRAILS  
RELOCATE LANDSCAPING  
NEW LANDSCAPING  
ADJUST & RELOCATE IRRIGATION

**OWNER NAME:** CITY OF TAMARAC, Public Works Department  
**OWNER ADDRESS:** 6001 Nob Hill Road, 2<sup>ND</sup> Floor, Tamarac, FL 33321  
**OWNER TEL #:** 954-597-3725  
**OWNER FAX #:** 954-597-3710  
**OWNER CONTACT:** MR. DAVID MOORE  
davem@tamarac.org

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** DAVID CLENDENEN

**ORIGINAL CONTRACT AMOUNT:** \$ 129,748  
**FINAL CONTRACT AMOUNT:** \$ 129,748

**PROJECT STATUS:** 15%

#### REPRESENTATIVE PROJECTS

#### PUBLIC WORKS IN PROGRESS CONTRACTS 10

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** SOUTHPORT PHASE VIIA & VIII SITE IMPROVEMENTS

**PROJECT LOCATION:** BROWARD COUNTY

**DESCRIPTION / SCOPE OF WORK:**  
PRELOAD SITE  
NEW LIGHTING  
NEW DRAINAGE  
NEW CURBS & VALLEY GUTTERS  
NEW ASPHALT ROADWAY  
NEW STRIPPING / ADA SIGNAGE  
NEW WATER MAIN  
NEW LANDSCAPING

**OWNER NAME:** BROWARD COUNTY  
**OWNER ADDRESS:** 1850 ELLER DRIVE, FT. LAUDERDALE, FL 33316-4201  
**OWNER TEL #:** 954-523-3404  
**OWNER FAX #:** 954-765-5389  
**OWNER CONTACT:** MR. ANH TON  
aton@broward.org

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** JOHN MARKS

**ORIGINAL CONTRACT AMOUNT:** \$ 12,319,925  
**FINAL CONTRACT AMOUNT:** \$ 12,319,925

**PROJECT STATUS:** 40%

PUBLIC WORKS IN PROGRESS PROJECT LIST 10-11-09.xls-BC IP (10)

#### REPRESENTATIVE PROJECTS

#### PUBLIC WORKS IN PROGRESS CONTRACTS 12

**BIDDER'S ROLE:** GENERAL CONTRACTOR

**PROJECT NAME:** CONCRETE FENCE

**PROJECT LOCATION:** Broward County Waste & Recycling Services  
Solid Waste Operations Division

**DESCRIPTION / SCOPE OF WORK:**  
NEW CONCRETE WALL  
NEW CONCRETE COLUMNS  
NEW FENCING  
NEW GATES  
NEW LANDSCAPING

**OWNER NAME:** Broward County Waste & Recycling Services  
**OWNER ADDRESS:** 1 North University Drive, Suite 400  
Plantation, Florida 33324  
**OWNER TEL #:** 954-474-1847  
**OWNER FAX #:** 954-577-2392  
**OWNER CONTACT:** MR. JAMES WILLARD  
JWILLARD@broward.org

**BIDDER PROJ. MGR:** HENRY T. LOUDEN  
**BIDDER SUPERVISOR:** PEDRO DORTA

**ORIGINAL CONTRACT AMOUNT:** \$ 626,831  
**FINAL CONTRACT AMOUNT:** \$ 626,831

**PROJECT STATUS:** 0%

REPRESENTATIVE PROJECTS	PUBLIC WORKS IN PROGRESS CONTRACTS 13
BIDDER'S ROLE:	GENERAL CONTRACTOR
PROJECT NAME:	WASHINGTON AVENUE STREETScape IMPROVEMENTS
PROJECT LOCATION:	CITY OF HOMESTEAD
DESCRIPTION / SCOPE OF WORK:	NEW SIDEWALKS DRAINAGE ADJUSTMENTS NEW CURBS & VALLEY GUTTERS NEW FENCING NEW GUARDRAILS RELOCATE LANDSCAPING NEW LANDSCAPING ADJUST & RELOCATE IRRIGATION NEW LIGHTING
OWNER NAME:	CITY OF HOMESTEAD
OWNER ADDRESS:	551 SE 8TH STREET, HOMESTEAD, FL 33030
OWNER TEL #:	305-224-4772
OWNER FAX #:	305-224-4789
OWNER CONTACT:	MR. JULIO BREA
BIDDER PROJ. MGR:	HENRY T. LOUDEN
BIDDER SUPERVISOR:	ROLANDO PEREZ
ORIGINAL CONTRACT AMOUNT:	\$ 375,929
FINAL CONTRACT AMOUNT:	\$ 375,929
PROJECT STATUS:	0%

PUBLIC WORKS IN PROGRESS PROJECT LIST 10-11-09.xls-COH (13)

REPRESENTATIVE PROJECTS	PUBLIC WORKS IN PROGRESS CONTRACTS 15
BIDDER'S ROLE:	GENERAL CONTRACTOR
PROJECT NAME:	PEARL CITY HUGHES PARK PHASE IV
PROJECT LOCATION:	CITY OF BOCA RATON
DESCRIPTION / SCOPE OF WORK:	NEW SIDEWALKS NEW PLAYGROUND EQUIPMENT DRAINAGE ADJUSTMENTS NEW CURBS & VALLEY GUTTERS NEW FENCING NEW GUARDRAILS RELOCATE LANDSCAPING NEW LANDSCAPING ADJUST & RELOCATE IRRIGATION
OWNER NAME:	CITY OF BOCA RATON
OWNER ADDRESS:	201 W. Palmetto Park Road Boca Raton, FL 33432
OWNER TEL #:	561-393-7869
OWNER FAX #:	561-393-7983
OWNER CONTACT:	JEFF BORICK
BIDDER PROJ. MGR:	HENRY T. LOUDEN
BIDDER SUPERVISOR:	PEDRO DORTA
ORIGINAL CONTRACT AMOUNT:	\$ 626,831
FINAL CONTRACT AMOUNT:	\$ 626,831
PROJECT STATUS:	0%

REPRESENTATIVE PROJECTS	PUBLIC WORKS IN PROGRESS CONTRACTS 14
BIDDER'S ROLE:	GENERAL CONTRACTOR
PROJECT NAME:	MERCHANDISING BUILDING STORAGE ADDITION
PROJECT LOCATION:	AUGUSTA, GA
DESCRIPTION / SCOPE OF WORK:	NEW STORAGE FACILITY SITE DEMOLITION RELOCATE HVAC SYSTEM NEW ADA RAMP HOLLOWCORE FLOOR SLAB NEW FIRE SPRINKLER ADDITION NEW WINDOWS NEW ROLLUP DOORS
OWNER NAME:	AUGUSTA, GA
OWNER ADDRESS:	2604 Washington Road Augusta, GA 30904
OWNER TEL #:	706-729-3668
OWNER FAX #:	706-729-3501
OWNER CONTACT:	MR. JOE HERRERA JLHerrera@augustanational.com
BIDDER PROJ. MGR:	HENRY T. LOUDEN
BIDDER SUPERVISOR:	ROBERT THATCHER
ORIGINAL CONTRACT AMOUNT:	\$ 123,543
FINAL CONTRACT AMOUNT:	\$ 123,543
PROJECT STATUS:	5%

PUBLIC WORKS IN PROGRESS PROJECT LIST 10-11-09.xls-ANI (14)

REPRESENTATIVE PROJECTS	PUBLIC WORKS IN PROGRESS CONTRACTS 16
BIDDER'S ROLE:	GENERAL CONTRACTOR
PROJECT NAME:	GREENWAY IMPROVEMENTS
PROJECT LOCATION:	BROWARD COUNTY
DESCRIPTION / SCOPE OF WORK:	NEW SIDEWALKS NEW CURBS & VALLEY GUTTERS NEW FENCING NEW GUARDRAILS RELOCATE LANDSCAPING NEW LANDSCAPING ADJUST & RELOCATE IRRIGATION NEW SIGNAGE NEW BRIDGE
OWNER NAME:	BROWARD COUNTY
OWNER ADDRESS:	115 S. ANDREWS AVE, RM 212, FT. LAUDERDALE, FL 33301
OWNER TEL #:	954-357-6088
OWNER FAX #:	888-817-6275
OWNER CONTACT:	Shannon Graham
BIDDER PROJ. MGR:	HENRY T. LOUDEN
BIDDER SUPERVISOR:	PEDRO DORTA
ORIGINAL CONTRACT AMOUNT:	\$ 626,831
FINAL CONTRACT AMOUNT:	\$ 626,831
PROJECT STATUS:	0%