

Finance Department
Procurement Division

BILTMORE GOLF COURSE

Environmental Remediation Phase 2

IFB No. 2014.04.22, May 22, 2014



Submitted by:
Cherokee Enterprises, Inc.
Point of Contact: Amanuel Worku, P.E.
aw@cherokeecorp.com
14474 Commerce Way, Miami Lakes, FL 33016
T. 305.828.3353 F. 305.828.9317
www.cherokeecorp.com

AIA Document A310 - 2010

Bid Bond

CONTRACTOR:

Cherokee Enterprises, Inc.
14474 Commerce Way
Miami Lakes, FL 33016

SURETY:

Darwin National Assurance Company
1690 New Britain Avenue, Suite 101
Farmington, CT 06032

OWNER:

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

BOND AMOUNT:

Five Percent of Amount Bid (5% of Amount Bid)

PROJECT: Biltmore Gold Course Environmental Remediation Phase 2, #2014.04.22

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of May, 2014.

Witness/Attest:

Cherokee Enterprises, Inc.

(Principal)

By: _____

By: _____

By: 

Darwin National Assurance Company

(Surety)

By: 

Warren M. Alter, Attorney-in-Fact

This document conforms to AIA Document A310 - 2010 BID BOND. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NY AVE NW, WASHINGTON, DC 20006.



DARWIN NATIONAL ASSURANCE COMPANY

30 S. 17th St., Suite 810, Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: January 14, 2014

No. 106

Single Transaction Limit: \$ 10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Darwin National Assurance Company, a Delaware corporation (the "Company") does hereby appoint

NAME(s):

Warren M. Alter

David Satine

FIRM: Alter Surety Group, Inc.

OFFICE LOCATION: 5979 NW 151st Street, Suite 104, Miami Lakes, FL 33014

It's true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, DARWIN NATIONAL ASSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 14th day of January, 2014



State of Pennsylvania
County of Philadelphia

)
) ss.

Name: Robert E. Staples
Title: Senior Vice President

On this 14th day of January, 2014, before me came the above-named officer of DARWIN NATIONAL ASSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary: Michael W. Zahodski
My Commission Expires: 11-18-2014

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the DARWIN NATIONAL ASSURANCE COMPANY, on December, 2012:

"RESOLVED, that the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that the facsimile or mechanically reproduced signature of the Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Company, with signatures affixed as next above noted, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, TIMOTHY J. CURRY, Secretary of the DARWIN NATIONAL ASSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 22nd day of May, 20 14

Secretary:

SECTION 5

Invitation for Bid (IFB) No 2014.04.22

5.0: IFB RESPONSE FORMS

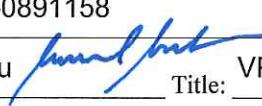
SUBMITTED TO:

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

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

Addendum No. <u>1</u>	Date <u>5/1/2014</u>	Initials <u>AW</u>
Addendum No. <u>2</u>	Date <u>5/15/2014</u>	Initials <u>AW</u>
Addendum No. <u>3</u>	Date <u>5/19/2014</u>	Initials <u>AW</u>
Addendum No. <u>4</u>	Date <u>5/20/2014</u>	Initials <u>AW</u>

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

6. Bidders correct legal name: Cherokee Enterprises, Inc.
Address: 14474 Commerce Way
City/State/Zip: Miami Lakes, FL 33016
Telephone No./Fax No.: 305.828.3353 / 305.828.9317
E-mail: aw@cherokeecorp.com
Social Security or Federal I.D. No.: 65-0891158
Officer signing Bids: Amanuel Worku  Title: VP of Engineering

SECTION 6

Invitation for Bid (IFB) No 2014.04.22

6.0: BID PRICING SCHEDULE

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

Bidder shall submit a Bid expressing its interest in providing the services described herein. Bids must be typed or printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Bidder must be initialed. Any additional information to be submitted as part of the Bid may be attached to this form.

BIDDERS NAME: Cherokee Enterprises, Inc.

CONTACT NAME / TITLE: Amanuel Worku, PE, VP of Engineering

SIGNATURE:  DATE: 5/22/2014

ADDRESS: 14474 Commerce Way, Miami Lakes, FL 33016

TELEPHONE 3058283353 FACSIMILE 3058289317 EMAIL: aw@cherokeecorp.com

INTENTIONALLY BLANK

SCHEDULE OF VALUES

KEY

1.s. Lump Sum

s.f. = Square Foot

c.y. = Cubic Yard

The bidder shall provide the following Schedule of Values for administrative purposes. This information is required with the submission of bid and when approved by the Architect/Engineer, will be used to evaluate Applications for Payment of the successful bidder. The bidder may add line items as desired, but must provide those items indicated as a minimum.

DESCRIPTION		UNIT COSTS			
(All categories include labor, fuel, mob/demob, materials, equipment and expendables)		QTY.	UNIT	UNIT COST	ACTIVITY TOTAL
1	Permitting	1	l.s	\$ 500.00	\$ 500.00
2	Asphalt and/or Concrete Removal (includes loading, transport and disposal)	1000	s.y.	\$ 7.50	\$ 7,500.00
3	Conventional Soil Excavation - Total depth = 2 feet (includes loading of excavated soils and installation/compaction of backfill material)	530	c.y	\$ 33.00	\$ 17,490.00
4	Removal of designated vegetation, trees, loading, transport, disposal and backfilling	1	l.s.	\$ 5,000.00	\$ 5,000.00
5	Asphaltic Concrete Pavement				
	a. Lime-rock sub-base (6 inches)	5500	s.y.	\$ 8.00	\$ 44,000.00
	b. Asphaltic Concrete Pavement (2 inches) Superpave SP12.5	5500	s.y.	\$ 13.50	\$ 74,250.00
6	Stormwater / Erosion Control (specify controls: BMPs)	1	l.s.	\$ 1,000.00	\$ 1,000.00
7	Compaction Testing (for backfill)	1	l.s.	\$ 600.00	\$ 600.00
8	Backfill Material 80/20 sand-topsoil mix(includes transport)	745	ton	\$ 31.00	\$ 23,095.00
9	Transport - Impacted Soil (Conversion factor: 1.4 tons/cy)	745	ton	\$ 18.15	\$ 13,521.75
10	Disposal - Impacted Soil (specify disposal method)	745	ton	\$ 18.15	\$ 13,521.75
11	Geotextile with 1 foot layer of pea gravel around trees	200	s.y.	\$ 5.00	\$ 1,000.00
12	Landscape Hedge Barrier	2000	s.f.	\$ 2.50	\$ 5,000.00
13	Sod	650	s.y.	\$ 5.00	\$ 3,250.00
14	Safety Devices (barricades, lights, signs, concrete barriers, trench boxes & plates)	1	l.s.	\$ 1,000.00	\$ 1,000.00
15	Security Fencing	1	l.s.	\$ 2,500.00	\$ 2,500.00
16	Specific Purpose Survey -Certified by PLS (baseline/pre-construction and as-built)	1	l.s.	\$ 1,800.00	\$ 1,800.00
17	Other (specify activity or item)-Soil Characterization/Clean Fill Analysis	1	l.s.	\$ 650.00	\$ 650.00
18	Other (specify activity or item)-Bond	1	l.s.	\$ 2,500.00	\$ 2,500.00
		Base Bid: \$ 218,178.50			
Owner's Contingency Allowance: \$25,000					
		Total Bid: \$ 243,178.50			

NOTE: The prices stated in the bid shall include full compensation for mobilization, maintenance of traffic, overhead & profit, taxes, labor, equipment, materials, home office expenses, insurance, bond and any all other costs and expenses required, for performing and completing the work as shown on the plans and specifications.

[illegible]

BIDDER ACKNOWLEDGEMENT

IFB Title: Biltmore Golf Course Environmental Remediation Phase 2 <hr/> IFB No. 2014.04.22 A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.	Bids must be received prior to 2:00 p.m., Thursday, May 22, 2014 , and may not be withdrawn for a period of up to 90 calendar days after bid opening. Bids received by the date and time specified will be opened in the Procurement Office located at 2800 SW 72 nd Avenue, Miami, FL 33155. All Bids received after the specified date and time will be returned unopened. Contact: Michael P. Pounds Title: Chief Procurement Officer Telephone: 305-460-5102 Facsimile: 305-261-1601 Email: contracts@coralgables.com
---	---

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE BID PRIOR TO THE DATE AND THE TIME OF BID OPENING.

Bidder Name: Cherokee Enterprises, Inc.	FEIN or SS Number: 65-0891158
Complete Mailing Address: 14474 Commerce Way, Miami Lakes, FL 33016	Telephone No. 305.828.3353 Cellular No. 786.395.6467
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.: 305.828.9317
Bid Bond / Security Bond (if applicable) 5 %	Email: aw@cherokeecorp.com

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL IFB SUBMITTAL FORMS, INSURANCE, 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 **PREFERABLY 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 solicitation)

Amanuel Worku, PE <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <i>Authorized Name and Signature</i>	VP of Engineering <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <i>Title</i>	05/13/2014 <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <i>Date</i>
--	--	--

CITY OF CORAL GABLES

BIDDER STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Bidder, along with the solicitation being submitted for the goods, services and/or construction required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not Applicable", as appropriate. Failure to complete this form as applicable may be deemed non-responsive.

Company Name: Cherokee Enterprises, Inc.

Contact Name: Amanuel Worku Title VP of Engineering

Address: 14474 Commerce Way, Miami Lakes, FL 33016

Telephone 305.828.3353 Cellular 786.395.6467 Facsimile 305.828.9317

Email: aw@cherokeecorp.com

Federal Employer Identification Number (FEIN No.): 65-0891158

Check One: Corporation ☒ Partnership ☐ Sole Proprietary ☐ LLC / LLP ☐ Other ☐

List all current licenses held and provide copies

(a) State of Florida PE, PG, PSSC, BC, MC, CHMM, GC

(b) Miami Dade County Miami-Dade County A/E Technical Certifications

(c) City of Coral Gables Municipal License

(d) Others

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

Proposer Name: Cherokee Enterprises, Inc.

The address of the principal place of business is: 14474 Commerce Way
Miami Lakes, FL 33016

2. How many years has organization been in business under present business name? 15

a. Under what other former names has organization operated? not applicable

3. Are any of the principals of this company employed by the City of Coral Gables? If so, disclose their name(s) below:

None of our principals are employed by the City of Coral Gables

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

PE, 00008149; GC, CGC1505536 (see attached for copies)

5. Have you ever failed to complete any work awarded to you or been held in default of a contract? (Y) _____ (N) X if yes, state when, where and why? (Please provide the name and contact information of the entity which was involved).

6. Have you, or a predecessor company or organization, filed bankruptcy in the last three (3) Years? (Y) _____ (N) X if yes, information must be provided pertaining to the proceeding and outcome of the action.

7. State whether you or any officers of your company have been involved in any claims or litigation in the last five (5) years in any way relating to the business being procured in this RFP. Provide details as to the cause and outcome (judgments and settlements) of those claims or litigation, whether it is the present company, a predecessor or related company.

None of our officers or company as a whole have been involved in any
claims or litigation in the last five (5) years.

8. Has your insurance coverage ever been cancelled for non-payment of insurance premiums or any other reason? (Y) _____ (N) X If yes, what was the reason? _____

9. Have you personally inspected the site of the proposed work? (Y) X (N) _____

10. **References:** List references that may be contacted to ascertain experience and ability of Proposer. Provide a minimum of three (3) references (*Government entities preferred*):

City of Coral Gables	Kenneth Ingersoll	305-460-5054	kingersoll@coralgables.com
(Name)	(Contact)	(Phone Number)	(Email)
City of Miami	Harry James	305-416-1468	hjames@ci.miami.fl.us
(Name)	(Contact)	(Phone Number)	(Email)
Allied Aviation	Thomas Doherty	305-871-7001	thomas.doherty@alliedaviation.com
(Name)	(Contact)	(Phone number)	(Email)

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

VALIDATION:

The undersigned certifies the information provided in this questionnaire is correct and accurate.

IF PARTNERSHIP:

Signature


Print Name of Firm

Print Name

Address

Title

IF CORPORATION:



Signature

Cherokee Enterprises, Inc.

Print Name of Corporation

Amanuel Worku

14474 Commerce Way, Miami Lakes, FL 33016

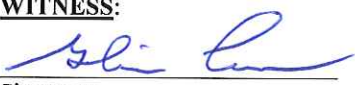
Print Name

Address

VP of Engineering

Title

WITNESS:



Signature

Gabino Cuevas

Print Name

Chief Executive Officer

Title

(CORPORATE SEAL)

Attest: 

Secretary

VALIDATION (Cont'd):

IF LIMITED LIABILITY COMPANY (LLC) OR LIMITED LIABILITY PARTNERSHIP (LLP):

Signature

Name of Company

Print Name

Address

Title

IF SOLE PROPRIETORSHIP

Signature

Name of Firm

Print Name

Address

Title

**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 Amanuel Worku, VP of Engineering
[print individual's name and title]
for Cherokee Enterprises, Inc.
[print name of entity submitting sworn statement]

Whose business address is: 14474 Commerce Way, Miami Lakes, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) 65-0891158

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

2. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

☒ 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]

**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 City of Coral Gables
(print name of public entity)

by Amanuel Worku, VP of Engineering
(print individual's name and title)

for Cherokee Enterprises, Inc.
(print name of entity submitting sworn statement)

whose business address is: 14474 Commerce Way, Miami Lakes, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) 65-0891158
(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:
_____.)

I, being duly first sworn state:

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

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

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

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

NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes
and says that:

(1) Affiant is the _____,
(Owner, Partner, Officer, Representative or Agent) of

_____ the Bidder / Proposer that has
submitted the attached Solicitation;

(2) Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Solicitation;

(3) Such submittal is genuine and is not a collusive or sham Solicitation;

(4) Neither the said Bidder / 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 Bidder / Proposer or firm, or person to submit a collusive or sham Solicitation in connection with the work for which the attached submittal; 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 Bidder, firm, or person to fix any overhead, profit, or cost elements of the Solicitation price or the Solicitation price of any other Bidder / 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 submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Cherokee Enterprises, Inc. does:
(Name of Business)

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

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



Proposer Signature

5/22/2014

Date

CERTIFICATION OF PROPOSER STATEMENT

I Amanuel Worku, VP of Engineering certify that I am authorized to act on behalf
(Name) (Title)
of Cherokee Enterprises, Inc. pursuant to the RFP and further
(Name of Business)

acknowledge and understand the information contained in response to this Proposer Statement shall be relied upon by Owner awarding the contract and such information is warranted by Proposer to be true and correct. The discovery of any omission or misstatement that materially affects the Proposer Statement to perform under the contract shall cause the City to reject the bid or proposal, and if necessary, terminate the award and/or contract. I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing statement.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Christine Franklin</u>	<u>President</u>	<u>Christine Franklin</u>
<u>Gabino Cuevas</u>	<u>CEO</u>	<u>Gabino Cuevas</u>
<u>Alex Sanchez</u>	<u>Executive VP</u>	<u>Alex Sanchez</u>
		<u>[Signature]</u> Signature

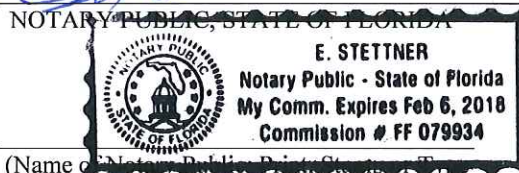
State of Florida

County of Miami-Dade

On this the 22 day of May, 2014, before me, the undersigned Notary Public of the State of Florida, personally appeared Christine Franklin, Gabino Cuevas, Alex Sanchez and whose name(s) is/are subscribes to
(Name(s) of individual(s) who appeared before notary)

the within instrument, and acknowledge it's execution.

NOTARY PUBLIC
SEAL OF OFFICE:



(Name of Notary Public, Print Name, as Commissioned.)

Personally known to me, or
Produced identification:

(Type of Identification Produced)

This Lobbyist Application does not apply to our firm.

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

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

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

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

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

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

Your Name: (Print)

LOBBYIST

Your Business Name: (Print)

Business Telephone Number:

Business Address :

Client you are representing on this issue:

Name of Client: (Print)

Client's Address:

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

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

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

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

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

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

Date: _____
Signature of Lobbyist

\$125.00 Appearance Fee Paid: _____ Received by _____

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

Additional Client Application Attached: _____

This Biennial Registration Application does not apply to our firm.

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

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

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

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

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

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

Name: (Print) _____
LOBBYIST

Business Name: (Print) _____

Business Telephone Number: _____

Business Address: _____

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

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

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

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

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

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

I _____ 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) _____



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

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

The City Beautiful™

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

Full Legal Name (as shown on the agreement or permit with the City):	Cherokee Enterprises, Inc.	+
City Department (that you are working with or that is issuing a permit):	City of Coral Gables	+
City Employee (contract manager or employee issuing permit):	Ms. Sonia Succar	+
The name & phone # of the individual who completed this check list:	Amanuel Worku, 305.828.3353	+
The date this check list was completed in its entirety:	5/20/2014	+

☒ **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 • Insurance Compliance
PO Box 12010 - CE • Hemet, CA 92546-8010
- ☒ 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Bowen, Miclette & Britt of Florida, LLC 1400 Centrepark Blvd. Suite #909 West Palm Beach FL 33401		CONTACT NAME: Jamie Greene PHONE (A/C, No, Ext): 561-712-4699 E-MAIL ADDRESS: certificates@bmbinc.com FAX (A/C, No): 561-718-4930															
INSURED Cherokee Enterprises Inc 14474 Commerce Way Hialeah FL 33016-1508		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : American Safety Indemnity Company</td><td>25433</td></tr><tr><td>INSURER B : Amerisure Mutual Insurance Company</td><td>23396</td></tr><tr><td>INSURER C : Amerisure Insurance Company</td><td>19488</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A : American Safety Indemnity Company	25433	INSURER B : Amerisure Mutual Insurance Company	23396	INSURER C : Amerisure Insurance Company	19488	INSURER D :		INSURER E :		INSURER F :	
INSURER	NAIC #																
INSURER A : American Safety Indemnity Company	25433																
INSURER B : Amerisure Mutual Insurance Company	23396																
INSURER C : Amerisure Insurance Company	19488																
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES**CERTIFICATE NUMBER:** 1274379135**REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractor's Pol <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	ENV0299361303	9/14/2013	9/14/2014	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$3,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$3,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$3,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$3,000,000	GENERAL AGGREGATE	\$3,000,000	PRODUCTS - COMP/OP AGG	\$3,000,000		\$
EACH OCCURRENCE	\$3,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000																				
MED EXP (Any one person)	\$5,000																				
PERSONAL & ADV INJURY	\$3,000,000																				
GENERAL AGGREGATE	\$3,000,000																				
PRODUCTS - COMP/OP AGG	\$3,000,000																				
	\$																				
	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	Y	Y	CA2078702	9/14/2013	9/14/2014	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			ENU0299391303	9/14/2013	9/14/2014	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$4,000,000	AGGREGATE	\$4,000,000		\$								
EACH OCCURRENCE	\$4,000,000																				
AGGREGATE	\$4,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	Y	N/A	WC2078705	9/14/2013	9/14/2014	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td><input type="checkbox"/> OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT	\$1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those Parties listed in said contract, including the certificate holder, are added as an Additional Insured, with respect to General Liability, including products and completed operations, Auto Liability, as afforded by the policy and/or endorsements. See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Coral Gables Insurance Compliance PO Box 12010 - CE Hemet CA 92546	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CHEROKEEEN

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Bowen, Miclette & Britt of Florida, LLC		NAMED INSURED Cherokee Enterprises Inc 14474 Commerce Way Hialeah FL 33016-1508	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy certified herein is primary and non-contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the Named Insured. When required by written contract, waiver of subrogation, with respect to General Liability, Auto Liability, Workers Compensation, is granted in favor of Certificate Holder as afforded by the policy and/or endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II -- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization with whom the Named Insured enters into a written contract that requires that the Named Insured waive their right of recovery against the person or organization and the contract is executed prior to the start of the project.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

In consideration of the payment of premiums, it is hereby agreed as follows.

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under **COVERAGE A.** It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project.	Where specified by written contract.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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

"Any person or organization required by written contract or certificate of insurance."

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

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium \$

Insurance Company

Countersigned by

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 \$ 350.00

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";

Includes copyrighted material of Insurance Services Office, Inc.

- (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

Includes copyrighted material of Insurance Services Office, Inc.

- (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.

Includes copyrighted material of Insurance Services Office, Inc.

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.

Includes copyrighted material of Insurance Services Office, Inc.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SCHEDULE

Description of Covered "Auto":

Limit of Insurance
\$500

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.

Includes copyrighted material of Insurance Services Office, Inc.

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.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2014 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P99000008746

Entity Name: CHEROKEE ENTERPRISES, INC.**Current Principal Place of Business:**14474 COMMERCE WAY
MIAMI LAKES, FL 33016**Current Mailing Address:**14474 COMMERCE WAY
MIAMI LAKES, FL 33016**FEI Number:** 65-0891158**Certificate of Status Desired:** Yes**Name and Address of Current Registered Agent:**FRANKLIN, CHRISTINE E
1819 VICTORIA POINTE CIRCLE
WESTON, FL 33332 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**_____
Electronic Signature of Registered Agent_____
Date**Officer/Director Detail :**

Title	VDS
Name	GABINO, CUEVAS
Address	14474 COMMERCE WAY
City-State-Zip:	MIAMI LAKES FL 33016

Title	PD
Name	FRANKLIN, CHRISTINE
Address	14474 COMMERCE WAY
City-State-Zip:	MIAMI LAKES FL 33016

Title	VPTD
Name	SANCHEZ, ALEX
Address	14474 COMMERCE WAY
City-State-Zip:	MIAMI LAKES FL 33016

Title	VPES
Name	WORKU, AMANUEL
Address	14474 COMMERCE WAY
City-State-Zip:	MIAMI LAKES FL 33016

Title	DIR
Name	NORTHRUP, JEFFREY
Address	14474 COMMERCE WAY
City-State-Zip:	MIAMI LAKES FL 33016

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CHRISTINE E. FRANKLIN**PRESIDENT****01/06/2014**_____
Electronic Signature of Signing Officer/Director Detail_____
Date

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

4162210

BUSINESS NAME/LOCATION

CHEROKEE ENTERPRISES INC
14474 COMMERCE WAY
MIAMI LAKES FL 33016

RECEIPT NO.

RENEWAL
4346524

EXPIRES

SEPTEMBER 30, 2014

Must be displayed at place of business

Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

CHEROKEE ENTERPRISES INC
Worker(s) 10

SEC. TYPE OF BUSINESS

196 SUB-GENERAL BLDG CONTRACTOR
CBC058917

PAYMENT RECEIVED BY TAX COLLECTOR

\$45.00 08/12/2013
TXHST-13-045343

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

LBT

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

4162202

BUSINESS NAME/LOCATION

CHEROKEE ENTERPRISES INC
14474 COMMERCE WAY
MIAMI LAKES FL 33016

RECEIPT NO.

RENEWAL
4346516

EXPIRES

SEPTEMBER 30, 2014

Must be displayed at place of business
Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNER

CHEROKEE ENTERPRISES INC
Worker(s) 10

SEC. TYPE OF BUSINESS

196 SPEC MECHANICAL CONTRACTOR
PCC056851

PAYMENT RECEIVED BY TAX COLLECTOR

\$45.00 08/12/2013
TXHS1-13-045350

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

LBT

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

4103917

BUSINESS NAME/LOCATION

CHEROKEE ENTERPRISES INC
14474 COMMERCE WAY
MIAMI LAKES FL 33016

RECEIPT NO.

RENEWAL
4285763

EXPIRES

SEPTEMBER 30, 2014

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

CHEROKEE ENTERPRISES INC
Employee(s) 1

SEC. TYPE OF BUSINESS

212 P.A./CORP/PARTNERSHIP/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR

\$45.00 08/12/2013
TXHS1-13-045339

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

V1400

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

4103933

BUSINESS NAME/LOCATION

CUEVAS GABINO
14474 COMMERCE WAY
MIAMI LAKES FL 33016

RECEIPT NO.

RENEWAL
4285789

EXPIRES

SEPTEMBER 30, 2014

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNER

GABINO CUEVAS

SEC. TYPE OF BUSINESS

212 PROFESSIONAL
PE42530

PAYMENT RECEIVED BY TAX COLLECTOR

\$60.00 08/12/2013
TXHS1-13-045242

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

LBT



DBPR ONLINE SERVICES

[Main Menu](#) [Logoff](#)

Certificate of Authorization #8149

Logged in as **Franklin, Christine**

License Menu

License Issued To:	CHEROKEE ENTERPRISES, INC.
License Status:	Current, Active
Originally Licensed On:	03/12/1999 (mm/dd/yyyy)
Expires On:	02/28/2015 (mm/dd/yyyy)
Modifiers:	Corporation
	03/12/1999 (mm/dd/yyyy)

Select the function you wish to perform.

Press "Back" to return to the main menu.

Functions

[Address Change](#)

[Remove This License From My Account](#)

[Back](#)

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

**STATE OF FLORIDA**

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

CHEROKEE ENTERPRISES INC
14474 COMMERCE WAY
MIAMI LAKES FL 33014

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.

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

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

STATE OF FLORIDA AC# **6182129**
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

GB548

07/02/12 120002798

GEOLOGY BUSINESS
CHEROKEE ENTERPRISES INCIS CERTIFIED under the provisions of Ch.492 FS
Expiration date: JUL 31, 2014 L12070202315

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# **6182129**

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

SEQ# L12070202315

DATE	BATCH NUMBER	LICENSE NBR
07/02/2012	120002798	GB548

The GEOLOGY BUSINESS
Named below IS CERTIFIED
Under the provisions of Chapter 492 FS.
Expiration date: JUL 31, 2014

CHEROKEE ENTERPRISES INC
14474 COMMERCE WAY
MIAMI LAKES FL 33014RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

AC# 6145144

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12053001291

DATE	BATCH NUMBER	LICENSE NBR
05/30/2012	118194218	CGC1505536

The GENERAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2014

SANCHEZ, ALEJANDRO E
CHEROKEE ENTERPRISES INC
1071 ORIOLE AVENUE
MIAMI

FL 33166

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6145305

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12053001452

DATE	BATCH NUMBER	LICENSE NBR
05/30/2012	118194218	PCC056813

The POLLUTANT STORAGE SYSTEMS CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

SANCHEZ, ALEJANDRO E
CHEROKEE ENTERPRISES INC
14474 COMMERCE WAY
MIAMI

FL 33016-0066

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



AC# 6145290

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12053001437

DATE	BATCH NUMBER	LICENSE NBR
05/30/2012	118194218	CUC1224968

The UNDERGROUND UTILITY & EXCAVATION CO

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2014

SANCHEZ, ALEJANDRO E
CHEROKEE ENTERPRISES, INC
14474 COMMERCE WAY
HIALEAH

FL 33016

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6280665

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081800728

DATE	BATCH NUMBER	LICENSE NBR
08/18/2012	128030182	CMC025355

The MECHANICAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489, FS

Expiration date: AUG 31, 2014

HEDIN, ROBERT J
CHEROKEE ENTERPRISES, INC.
11905 SW 84TH AVE
MIAMI

FL 33156

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

Institute of Hazardous Materials Management

This certifies that

Jeffrey S. Northrup

*has successfully met all the requirements of education,
experience and examination, and is hereby designated a*

Certified Hazardous Materials Manager®



September 1988

Date of Certification

01575

Credential Number

Jeffrey S. Northrup
Executive Director

September 30 2018

Certification Expires

Valid so long as this credential is renewed according to schedule and is not otherwise revoked.

Florida Department of Agriculture and Consumer Services
Bureau of Liquefied Petroleum Gas Inspection
P.O. Box 6700
Tallahassee, Florida 32399-6700

License Number: 31677

Business Mailing Address

CHEROKEE ENTERPRISES INC
14474 COMMERCE WAY
MIAMI LAKES, FL 33016-1508

Licensed Location Address

CHEROKEE ENTERPRISES INC
14474 COMMERCE WAY
MIAMI LAKES, FL 33016-1508

The liquefied petroleum gas license at the bottom of this form is valid ONLY for the company located at the address on the license. Each business location of a company must be licensed. All LP Gas licenses must be renewed annually. Any license allowed to expire shall become inoperative because of failure to renew. The fee for restoration of a license is equal to the original license fee and must be paid before the licensee may resume operations.

IN THE EVENT OF AN OWNERSHIP CHANGE AT THIS BUSINESS LOCATION: This license may be transferred to any person, firm or corporation for the remainder of the current license year upon written request to the department by the original license holder. License transfers must be approved by the department. All licensing requirements must be met by the transferee and a transfer fee of \$50 will apply. To apply for a transfer, contact the Bureau of LP Gas Inspections at (850) 921-1600.

Pursuant to Chapter 527, Florida Statutes, LP Gas licensees must present proof of licensure to any consumer, owner, or end user upon request when engaged in the business of servicing, testing, repairing, maintaining or installing LP Gas systems and/or equipment.

For future correspondence, please make any needed corrections or changes to your business mailing address and/or your licensed location address and return the UPPER PORTION with corrections to:

Florida Department of Agriculture and Consumer Services
Bureau of Liquefied Petroleum Gas Inspection
P.O. Box 6700
Tallahassee, Florida 32399-6700

Cut Here



POST LICENSE
CONSPICUOUSLY

State of Florida
Department of Agriculture and Consumer Services

Division of Consumer Services
Bureau of Liquefied Petroleum Gas Inspection
(850) 921-1600
Tallahassee, Florida

License Number: 31677
Expiration Date: August 31, 2014
Date of Issue: September 1, 2013
License Fee: \$200.00
Type and Class: 0803

Liquefied Petroleum Gas License

LP GAS INSTALLER

GOOD FOR ONE LOCATION ONLY

ANY CHANGE OF OWNERSHIP OR SALE OF THIS BUSINESS RENDERS THIS LICENSE INVALID

This license is issued under authority of Section 527.02, Florida Statutes, to:

CHEROKEE ENTERPRISES INC
14474 COMMERCE WAY
MIAMI LAKES, FL 33016-1508


ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

United States Environmental Protection Agency

This is to certify that



Cherokee Enterprises, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires

May 29, 2017

NAT-124233-1

Certification #

May 15, 2012

Issued On



Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



Miami-Dade County
Internal Services Department

Statement of Technical Certification Categories

Firm: Cherokee Enterprises, Inc.
14474 NW Commerce Way
Miami Lakes, FL 33016

CATEGORY NO:	CATEGORY DESCRIPTION	APPROVAL DATE	EXPIRATION DATE
1.01	TRANSPORTATION PLANNING - URBAN AREA AND REGIONAL TRANSPORTATION PLANNING	8/8/2012	9/30/2014
6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS	8/8/2012	9/30/2014
6.02	WATER AND SANITARY SEWER SYSTEMS - MAJOR WATER AND SANITARY SEWAGE PUMPING FACILITIES	4/3/2013	9/30/2014
10.01	ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES	8/8/2012	9/30/2014
10.02	ENVIRONMENTAL ENGINEERING - GEOLOGY SERVICES	8/8/2012	9/30/2014
10.04	ENVIRONMENTAL ENGINEERING - CHEMISTRY SERVICES	8/8/2012	9/30/2014
10.05	ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING	8/8/2012	9/30/2014
10.06	ENVIRONMENTAL ENGINEERING - REMEDIAL ACTION PLAN DESIGN	8/8/2012	9/30/2014
10.07	ENVIRONMENTAL ENGINEERING - REMEDIAL ACTION PLAN IMPLEMENTATION/ OPERATION/ MAINTENANCE	8/8/2012	9/30/2014
12.00	GENERAL MECHANICAL ENGINEERING	8/8/2012	9/30/2014
16.00	GENERAL CIVIL ENGINEERING	8/8/2012	9/30/2014
17.00	ENGINEERING CONSTRUCTION MANAGEMENT	8/8/2012	9/30/2014

Luisa M. Millan, R. A., Chairperson
Chief, Professional Services Division
Internal Services Department