

City Commission

Don Slesnick II, *Mayor*

William H. Kerdyk, Jr., *Vice Mayor*

Maria Anderson, *Commissioner*

Rafael "Ralph" Cabrera, *Commissioner*

Wayne "Chip" Withers, *Commissioner*

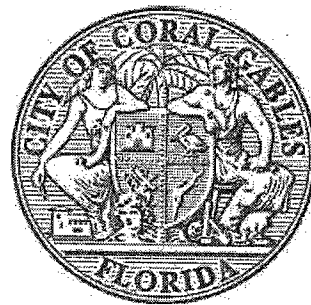
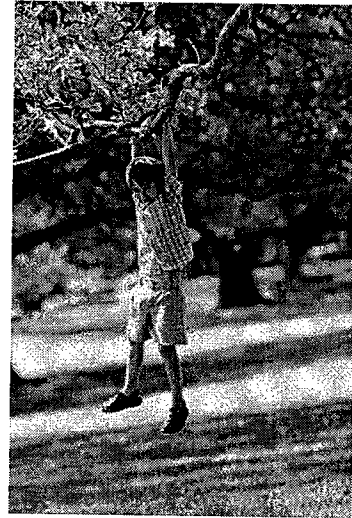


City Administration

Maria A. Jimenez, *Interim City Manager*

Elizabeth M. Hernandez, *City Attorney*

Walter Foeman, *City Clerk*



CITY OF CORAL GABLES INVITATION FOR BID

RENOVATION TO RIVIERA PARK

FINANCE DEPARTMENT PROCUREMENT DIVISION

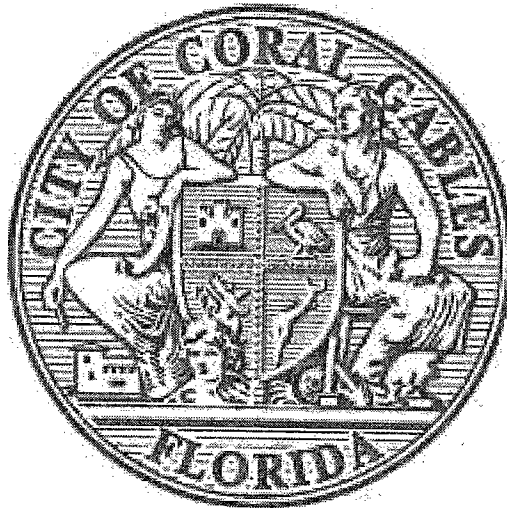
DECEMBER 2008

CITY OF CORAL GABLES, FL
PROCUREMENT DIVISION
2800 S.W. 72nd AVENUE - MIAMI, FL 33155

INVITATION FOR BID

IFB # 2008.12.12

RENOVATION TO RIVIERA PARK
6611 Yumuri Street - Coral Gables, Florida



PREPARED BY: JOE V. RODRIGUEZ, CPPB, FCCM
PHONE: 305-460-5121 / FAX: 305-460-5116
Contracts@coralgables.com

PROCUREMENT / CONTRACT TEAM
Danny Bedit, Procurement Supervisor
Joe V. Rodriguez, Contract Specialist
Margie Gomez, Contract Specialist

BID DUE DATE
THURSDAY, JANUARY 29, 2009 – 3:00:00 PM

CITY OF CORAL GABLES

- MEMORANDUM -

TO: City Clerks Office

DATE: December 1, 2008

FROM: Joe V. Rodriguez, CPPB, FCCM
Contract Specialist

SUBJECT: Advertisement
IFB # 2008.12.12

Please have the following advertisement run in the Miami Daily Business News on Friday, December 12, 2008.

Thank you in advance for your help and cooperation. Your prompt attention to this matter is greatly appreciated.

THE CITY OF CORAL GABLES, FLORIDA
INVITATION FOR BID (IFB)
IFB # 2008.12.12
“RENOVATION TO RIVIERA PARK”

Bids will be received in the City of Coral Gables, Finance Department, Procurement Division Office, located at 2800 SW 72 Avenue, Miami, Florida 33155-2804, by **3:00 p.m. on Thursday, January 29, 2009**. Bids will be opened promptly thereafter. Packages failing to meet the following requirements will be considered as non responsive: one (1) original bid and three (3) complete copies must be signed and submitted in a sealed envelope and clearly marked: **IFB 2008.12.12 RENOVATION TO RIVIERA PARK**.

Invitation for Bid packages may be picked up at the Procurement Division Office no later than 4:00 pm Thursday, January 14, 2009. Interest candidate(s) must pay a non-refundable fee of \$25.00 per package in the form of a Cashier's Check, Certified Check or Money Order payable to the City of Coral Gables. Bids submitted by mail or hand-delivered should be sent to the above referenced address.

The City of Coral Gables will not accept and will in no way be responsible for any bids that are received after the stipulated deadline: **3:00 p.m., Thursday, January 29, 2009**. Verbal, Fax or electronic bids are not acceptable.

Award of bid will be made to the lowest responsive responsible bidder, within a reasonable time after opening of bids. However, the City reserves the right to consider other conditions which may be in the best interests of the City.

Bid prices must be firm for ninety (90) days. Escalation clauses of any kind are not acceptable. The City reserves the right to cancel this Invitation for Bid at any time prior to opening, reject any and/or all bids, and waive any technicalities, irregularities or any other minor variations.

Walter J. Foeman
City Clerk

Any person requiring special accommodations for participation should contact 305-460-5102, with requests for auxiliary aids or services at least one (1) business day before the meeting.

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1.0 INTRODUCTION TO INVITATION FOR BIDS **FOR THE PURCHASE OF GOODS, SERVICES AND CONSTRUCTION**

1.1 **INVITATION-** Thank you for your interest in this procurement process. The City of Coral Gables, through its Procurement Division invites responses which offer to provide the goods and/or services identified on the Bid information Sheet and described in greater detail in Sections 3 and 4.

1.2 **DEFINITIONS** - The City will speak with you relatively informally throughout the solicitation in order to help the process be a little more human and friendly. Obviously, we need to include a certain amount of legal language, but we'll try to keep it as painless and common-sense as possible. Even though the style is relatively informal, we intend to express our expectations clearly, and they are to be legally interpreted in our favor. We may for instance the term "shall" wherever possible, just to avoid heavy-handed legalese. Nevertheless, you need to know that you will be held accountable for whatever in here applies to you.

1.2.1 **We/Us/Our/City-** These terms refer to the City of Coral Gables, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization, including as the context will indicate:

Procurement: The Procurement Division of the Finance Department, including its Chief Procurement Officer and staff of Contract Specialists and professional Buyers.

Departments: The City Department's and/or offices for which this solicitation is prepared and which will be the end user(s) of the goods and/or services sought.

Authorized Representative/Contract Administrator: The user department contact(s) for interaction regarding contract administration and performance.

1.2.2 **You/Your-** These terms refer generally to the other person or entity which is a party to this agreement or contract, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents or subcontracts. The term may apply different to different classes of entities, as the context will indicate. For instance, "you" as a bidder will have different obligations than "you" as a contractor will have upon award of the contract. We'll be specific whenever it seems warranted.

Bidder/Offendor: Any business entity submitting a response to this solicitation, or prospective bidders who may be invited to respond, or which express interest in this solicitation, but who submit a "No Bid" response.

Contractor: The bidder whose response to this solicitation is deemed by the City to be the lowest most responsive and responsible bidder and whose bid meets specifications. Contractor will be approved for award by either the City Manager or the City Commission, and a purchase order will be issued for the provision of the goods, services and/or construction described in the Invitation for Bids.

Sub-Contractor: Any contracting company providing services which are obtained by the company awarded (Contractor) the contract for goods, services and/or construction, and who were not hire directly by the City.

1.2.3 **Invitation for Bids (IFB):** A written solicitation for competitive sealed bids with the title, date, and hour of the public opening designated and specifically defining the commodity, group of commodities, or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The Invitation for Bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or



when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

- 1.2.4 **Bid:** A written offer of a price submitted by the bidder in a sealed envelope in response to the IFB instructions. Offer does not include any verbal interaction you may have with us apart from submittal of a formal written Bid.
 - 1.2.5 **Responsive Bidder-** A bidder who has submitted a Bid which conforms in all materials aspects to the specifications and terms set out in the IFB.
 - 1.2.6 **Responsible Bidder-** A bidder who has the capability in all respects to perform fully the contract requirements and possess the experience, integrity, reliability, capacity, facilities, equipment and finances which will assure good faith performance.
 - 1.2.7 **Change Order-** A written order approved by the Chief Procurement Officer or designee directing the vendor to make changes to a contract or purchase order resulting from the IFB.
 - 1.2.8 **Term Contract-** A firm price agreement with an indefinite quantity or where the contractor agrees to furnish commodities or contractual services during a prescribed period of time, the expiration of which concludes the contract.
- 1.3 **BID CLARIFICATION-** Bidders shall not contact any city employee prior to opening of bids, evaluation of bids and award of contract except in writing to the Contract Specialist named on Bid Information Sheet.
- Requests for additional information or clarifications must be made in writing and received by the Contract Specialist specified on the Bid Information Sheet of this IFB, in accordance with the Cone of Silence (see complete chapter on page 46). The request must contain the IFB number and title, Bidder's name, name of Bidder's contact person, address, phone number, and facsimile number.
- Electronic facsimile requesting information will be received by the Contract Specialist for this IFB at the fax number specified on the Bid Information Sheet of this IFB. Facsimiles must have a cover sheet which includes, at a minimum, the Bidder's name, name of Bidder's contact person, address, number of pages transmitted, phone number, facsimile number, and IFB number and title.
- The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid's opening date. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB. Where there appears to be conflict between the IFB and any addenda issued, the last addendum issued shall prevail.
- 1.3.1 **Bidder Responsibility-** We expect you to be thoroughly familiar with all specifications and requirements of this IFB. Your familiar or omission to examine any relevant form, article, site or document will relieve you from any obligation regarding this IFB. By submitting a Bid, you are presumed to concur with all terms, conditions and specifications of this IFB unless you have specifically, by Section number, raised objection as instructed in Section 2.3. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.
 - 1.3.2 **Written Addendum-** If it becomes evident that this IFB must be amended, we will issue a formal written addendum to all known prospective Bidders. If necessary, a new bid opening date will be established.
- 1.4 **AWARD-** The Bid will be awarded to the lowest responsive and responsible bidder(s) whose bid, conforming to the specifications, is most advantageous to the City.

The City shall award a contract to the successful bidder(s) who meets the specification requirements and criteria set forth in the IFB through action taken by the City Manager or the City Commission at a duly authorized



meeting. This action shall be administratively supported by a Notice of Award and written award of acceptance (purchase order) mailed or otherwise furnished to the successful bidder(s), which shall constitute a binding contract without further action by either party, with the exception of required proof of insurance or other documents, when applicable.

The City reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall serve the best interest of the City, unless otherwise specified.

While the City Manager or the City Commission may determine to award a contract to a bidder(s) under this solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder(s) shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the City.

- 1.5 **CONTRACT EXECUTION-** This IFB, the Contractor's Bid, any addenda and/or properly executed modifications, and the purchase order, are collectively an integral part of the contract between the City and the successful bidder.

All services provided to the City shall be rendered pursuant to the terms of the contract. The City will not sign any contracts submitted by the proposing contractor awarded the contract. The contract provides that the contractor will render the request for services to the City as provided for in this document, pursuant to the issuance of a Professional Service Agreement (PSA) and a Purchase Order (PO).

- 1.5.1 **Order of Precedence-** Any inconsistency in this IFB shall be resolved by giving precedence to the following documents, the first of such list being the governing documents:

Addenda (as applicable)
Specifications
Special Conditions
General Terms and Conditions
Instructions to Bidders
Introduction

1.6 SCHEDULE OF EVENTS

Advertisement

Friday, December 12, 2008

*** Disclaimer: Please be punctual, meeting will commence promptly at 10:30 a.m. and late arrivals will not be admitted.**

Pre-Bid Conference (Non-mandatory)

Thursday, December 18, 2008, 10:30 am *

Last day to pick-up packages (*IFB 2008.12.12*)

Wednesday, January 14, 2009, by 4:00 pm

Deadline for Written Questions:

Thursday, January 15, 2009, by 5:00 pm

Response to Questions due to Proposers:

Thursday, January 22, 2009, by 5:00 pm

Bid Opening:

Thursday, January 29, 2009, 3:00 pm *
Procurement Division Conference Room
2800 SW 72nd Avenue
Miami, Florida



1.7 CONTRACT ADMINISTRATION

Contract Administrator

Ron Van Eyk
Assistant Director
Public Works Department
2800 SW 72nd Avenue
Miami, FL 33155
Phone: 305-460-5038
rvaheyk@coralgables.com

Project Manager

Gerardo Vazquez De Miguel
Architect
Public Works Department
2800 SW 72nd Avenue
Miami, FL 33155
Phone: 305-460-5038
gvazquez@coralgables.com

We/I, the undersigned, do hereby state that we/I have read and understood the Instructions to the Proposers.

SIGNED:  TITLE: President

ADEBAYO ABINA

Please type and Print name

COMPANY: BMA CONSTRUCTION, INC DATE: 1/29/09



2.0 INSTRUCTIONS TO BIDDERS FOR PURCHASE OF GOODS, SERVICES AND/OR CONSTRUCTION

- 2.1 **PREPARATION OF BIDS-** Bidders are expected to examine the specifications, required good or service, if applicable, schedule, drawings, and all special and general conditions. Bidders when necessary should visit the work site and take such other steps as may be necessary to ascertain the nature and location of the work and the general and local condition which can affect the cost of the bid. Failure to do so will relieve Bidders from responsibilities for estimating properly the difficulty or cost of successfully bidding the contract.
- 2.1.1 Each Bidder shall furnish the information required in this IFB. The Bidder shall sign the IFB and print in ink or type its name, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.
- 2.1.2 Bidder shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder to its employees.
- 2.1.3 Bidder must state a definite time, if required, for delivery of goods or start of service and completion of work. Such time should be reflected in calendar days. The bid form may provide for submission of a price or prices for one or more items, which may be lump sum bids, scheduled items resulting in a bid on a unit of service, or a combination thereof, etc.
- 2.1.4 Bidder should retain a copy of all bid documents for future reference.
- 2.1.5 All Bid forms, Bid Response and Document List must be fully completed and type or printed in ink, and must be signed in ink with the firm's name and by an officer or employee having authority to bind company or firm by his/her signature. Bids having any erasures or corrections must be initialed in ink by the person signing the bid or the bid may be rejected.
- 2.1.6 The City of Coral Gables Bid forms, Section 8.0, which are attached to this solicitation, should be used when Bidder is submitting its Bid. **THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR BID MAY BE DEEMED "NON-RESPONSIVE".**
- 2.1.7 Multiple bids will be considered non-responsive.
- 2.2 **SUBMISSION AND RECEIPT OF BIDS-** Bids must be received at the designation location at/or before the specified time of bid opening as designated in the IFB. **NO EXCEPTIONS.** Bidders are welcome to attend bid opening; however, no award will be made at that time. A bid tabulation will be furnished upon request by Bidder; and, Bidder must enclose a self addressed, stamped envelope when submitting a bid to receive the tabulation.
- 2.2.1 Bids shall be enclosed in a sealed envelope. The face of the envelope must show the hour and date specified for receipt of bids, the bid number, and the name and address of the Bidder. Bids not submitted on the requisite Bid forms may be rejected.
- 2.2.2 Bids must be submitted to the office and address listed on the Bid Information Sheet of this IFB by the time specified to be considered for award.
- 2.2.3 Telegraphic or facsimile bids will **not** be considered.
- 2.2.4 Late bids will be rejected.



- 2.2.5 Failure to follow the bid instructions is cause for rejection of Bid.
- 2.2.6 All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2.2.7 The responsibility for obtaining and submitting this bid to the Procurement Division on or before the stated time and date is solely and strictly the responsibility of Bidder. The City of Coral Gables is **not** responsible for delays caused by the United States mail delivery or caused by any other occurrence. Bids received by the Procurement Division after bid opening time will be returned unopened, and will not be considered for award.
- 2.2.8 Modification of bids already submitted will be considered **only** if received at the Procurement Division before the time and date set for opening bids. All modifications must be submitted in writing, once a bid is opened, the City will not consider any subsequent submission which alters the bid.
- 2.2.9 If bids are submitted at the same time for different solicitations, each bid must be placed in a **separate envelope** and each envelope must contain the information previously stated 2.2.1.
- 2.3 **EXPLANATION TO BIDDERS-** Any explanation regarding the meaning of interpretation of the Invitation for Bids, schedule or drawings, etc., requested by a Bidder, must be requested in a sufficient time for a reply to be sent to Bidder(s) before the submission of their Bids.
- Explanations or instructions shall not materially alter the IFB unless they are in writing. Oral explanations or instructions given before the award of a contract will not be binding. If necessary, a written addendum to an IFB will be issued to all prospective Bidders.
- 2.4 **TERMS OF PAYMENT-** Payment will be made by the City after the good or service awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Coral Gables.
- Florida Prompt Payment Act (Florida State Statute 218.74) - Payment shall be made after delivery within 45 days of receipt of an invoice and authorized inspection and acceptance of the good and service.**
- 2.5 **NO INTEREST IN BIDDING-** If you do not wish to bid, please return the "State of No Bid" form, **"SECTION 7.4 – STATEMENT OF NO BID"** on page 43, stating the reasons. Failure to submit a response after three (3) times without a sufficient justification of "No Bid" will be cause for removal from Vendor/Bidder's list.
- If applicable, vendor should additionally return the vendor application to be listed on the Vendor/Bidder's list.
- 2.6 **TAXES-** The City of Coral Gables is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.
- 2.7 **BID FORMS-** All forms, as described under Section 8.0, Bid Response and Document Check List, should be completed, signed and submitted accordingly.
- 2.8 **VENDOR REGISTRATION-** It is the policy of the City that all prospective Bidders complete a "Vendor Application" indicating the commodities/services which the vendor can regularly supply to the City for inclusion on the City's Vendor/Bidder's list. Should a prospective Bidder not be currently listed on the City's Vendor/Bidder's list, a Vendor Application will be enclosed with the Bid package. Vendors who have already submitted an application and secured a vendor number from the city are not required to submit a new vendor application.



It is the responsibility of the business entity to update its application concerning changes such as ownership, new address, telephone number, fax, commodities, etc.

If a Bidder submits a Bid or a "No Bid", a completed vendor application should be returned with the Bid documents or the "No Bid" form, on page 43. Completed vendor applications will be added to the City's Vendor/Bidder's list. **A Purchase Order will not be issued by the City unless the successful Bidder has completed this application.** For any questions, contact the Procurement Division at (305) 460-5102.

We/I, the undersigned, do hereby state that we/I have read and understood the Instructions to the Bidders.

SIGNED: Adebanjo TITLE: President

ADEBANJO ABINA

Please type and Print name

COMPANY: BMA CONSTRUCTION, INC DATE: 1/29/09



3.0 GENERAL TERMS & CONDITIONS FOR THE PURCHASE OF GOODS, SERVICES AND/OR CONSTRUCTION

Purpose: The General Terms and Conditions described herein apply to the acquisition of goods, services and/or construction with an estimated aggregate cost of \$25,000.00 or more.

- 3.1 **ACCEPTANCE OF OFFER-** The signed bid response shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the City of a purchase order or other contractual document.
- 3.2 **ACCEPTANCE/REJECTION-** The City reserves the right to accept or reject any or all bids or parts of bids after bid opening and request re-bid on the goods and/or services described in the IFB. In the event of such rejection, the Chief Procurement Office shall notify all affected bidders and make available a written explanation for the rejection. The City of Coral Gables also reserves the right to reject any or all bids, to waive any informalities, irregularities or minor variations in any bids received, to cancel and re-advertise for bids, or take any other such actions that may be deemed in the best interests of the City.
- 3.3 **NON-EXCLUSIVE CONTRACT AND PIGGYBACK PROVISION-** At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional bids for these herein goods, services and/or construction, and to make use of other competitively bid (governmental) contracts, SNAPS Agreements or other similar sources for the purchase of goods, services and/or construction as may be available.
- 3.4 **SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES-** The Contractor shall not sell, assign, transfer or subcontract, at any time during the term of the Contract, or any part of his/her operations, or assign any portion of the performance required by this Contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.
- 3.5 **AUDIT RIGHTS AND RECORDS RETENTION-** The Contractor agrees to provide access to the City, or to any of its duly authorized representatives, to any book, documents, papers, and records of the Contractor which are directly pertinent to this Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall maintain and retain any and all books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of this contract by the City.
- 3.6 **AVAILABILITY CONTRACT STATE-WIDE-** Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods, services and/or construction specified herein from the Successful bidder(s) at the contract price(s) established herein, upon mutual agreement between the Successful bidder(s) and any of the above listed entities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful bidder(s).

3.7 AWARD OF CONTRACT-

- A. The IFB, Bidder's response, any addenda issued and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract.



- B. The award of a Contract where the Tie Bids will be decided by the Chief Procurement Office.
- C. The award of this Bid may be preconditioned on the subsequent submissions of other documents as specified in the Special Conditions or Technical Conditions. The Bidder shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City.
- D. Bidder is in default of these contractual requirements, the City, through action taken by the Procurement Division, will void its acceptance of the Bidder's Response and may accept the Bid from the next lowest responsive, responsible bidder or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from the Bidder in the form of its bid bond or deposit, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's default.
- E. The term of the contract shall be specified in one of three documents which shall be issued to the Successful Bidder. These documents may either be a purchase order, notice of award and/or contract award sheet. Where a conflict between two or more of the several documents exists, the contract award sheet shall take precedence.
- F. The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual goods, services and/or construction while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder are in mutual agreement of such extensions.
- G. The City reserves the right to award the contract on a split-order, lump sum, group or individual-item basis or such combination as shall best serve the interest of the City unless otherwise specified.

3.8 BID BOND/BID SECURITY/BID DEPOSIT

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

3.9 PERFORMANCE OR PAYMENT BOND

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

Performance Bond must be filed by the Contractor with the City Clerk, in the full amount of the contract price, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract and the Plans and Specifications thereof, and for the payment of all persons performing labor and furnishing equipment or



materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

3.10 BID BOND/BID SECURITY/BID DEPOSIT FORFEITED LIQUIDATED DAMAGES

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

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

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

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

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

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

3.11 RIGHT TO CANCEL BIDS- The City reserves the right to cancel all Invitation for Bids before bid opening. In the event of bid cancellation, the Chief Procurement Officer shall notify all affected bidders and make available a written explanation for the cancellation.

3.12 CAPITAL EXPENDITURES- Successful bidder understands that any capital expenditures that the firm makes, or prepares to make, in order to provide goods and/or services required by the City, is business risk which the Successful bidder must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of the Successful bidder. If Successful bidder has been unable to recoup its capital expenditures during the time it is rendering such goods and/or services, it shall not have any claim upon the City.

3.13 COLLUSION- The Bidder, by affixing a signature to their bid certifies that its bid is made without previous understanding, agreement or connection either with any person, firm or corporation making a bid for the same goods and/or service described in this solicitation or with the City's Procurement Division or any other City Department. The Bidder certifies that its bid is fair, without control, collusion, fraud, or other illegal action. The Bidder certifies that it is in compliance with Ordinance No. 2004-49 the City of Coral Gables Conflict of Interest and Code of Ethics Laws.

3.14 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS- Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws



pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods and/or services offered, including but not limited to:

- 3.14.1 *Executive Order 11246*, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- 3.14.2 *Occupational, Safety and Health Act (OSHA)*, as applicable to this IFB.
- 3.14.3 *The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes*.
- 3.14.4 *Environment Protection Agency (EPA)*, as applicable to this IFB.
- 3.14.5 *Uniform Commercial Code* (Florida Statutes, Chapter 672).
- 3.14.6 *Americans with Disabilities Act of 1990*, as amended.
- 3.14.7 *National Institute of Occupational Safety Hazards (NIOSH)*, as applicable to this IFB.
- 3.14.8 *National Fire Protection Association (NFPA)*, as applicable to this IFB.
- 3.14.9 *City Ordinance No. 2006-17*
- 3.14.10 *Conflict of Interest and Code of Ethics Ordinance No. 2004-49*
- 3.14.11 *Cone of Silence, City Provision Code, Sec 2-1059*
- 3.14.12 *The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment*.

Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. Non-compliance with all federal, state, and local orders and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

- 3.15 **CONFLICT OF INTEREST-** Bidders, by responding to this IFB, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of good and/or service specified in this IFB. Any such interests on the part of the Bidder or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, any interest of the total assets of capital stock in your firm. See complete chapter on Conflict of Interest and Code of Ethics on page # 49.
- 3.16 **COST BREAKDOWN-** During the bid evaluation process, the City reserves the right to request the apparent low bidder(s) to furnish a cost breakdown of the bid price(s). This cost breakdown may be utilized by the City to determine bidder responsibility. Failure to timely respond to this request shall deem your bid non-responsive.
- 3.17 **DEFAULT/FAILURE TO PERFORM SERVICES OR DELIVER GOODS-** The City shall be the sole judge of failure to deliver goods or nonperformance of services, which shall include any failure on the part of the Successful Bidder to accept the award, to furnish required documents, and/or fulfill any portion of this contract within the time stipulated.

Upon default by the Successful Bidder to meet any terms of this agreement, the City will notify the Bidder of the default and will provide the Contractor three (3) business days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing to the Contractor of its intentions and the effective date of the termination. The following shall constitute default:



- A. Failure to deliver goods; or, perform the work required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.
- C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the Successful Bidder incapable of performing the work in accordance with and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of replacing the goods or completing the work, shall be deducted from any monies due or which may become due on this Contract.

3.18 EMERGENCY/DISASTER PERFORMANCE- In the event of a hurricane or other emergency or disaster situation, the Successful Bidder shall provide the City with the goods/services defined within the scope of this bid at the price contained within Successful Bidder's bid. Further, Successful Bidder shall deliver goods/perform services for the City on a priority basis during such times of emergency.

3.19 EVALUATION OF BIDS

A. Rejection of Bids

The City may reject for any of the following reasons:

- 1. Bidder fails to acknowledge receipt of addenda
- 2. Bidder misstates or conceals any material fact in the Bid
- 3. Bid does not conform to the requirements of the Bid
- 4. Bid requires a conditional award that conflicts with the method of award
- 5. Bid does not include required samples, certificates, and licenses as required
- 6. Bid was not executed by the Bidder's authorized agent on the Bid Form

The foregoing is not the all inclusive list of reasons for which a Bid may be rejected. The City may reject and re-Advertise for all or any part of the IFB whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- (1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- (2) A contract may not be awarded to any person or firm who has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- (3) A contract may not be awarded to any person or firm who has been debarred by the City in accordance with the City's Procurement Code.

C. Demonstration of Responsibility



- (1) Bids will only be considered from firms/sole proprietors who are regularly engaged in the business of providing the goods and/or services required by the Bid. Bidder's must be able to demonstrate a satisfactory record of delivering goods and/or record of performing service and integrity and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established firm/sole proprietorship in line with the best industry practices in the industry as determined by the City.
 - (2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity in making the award.
 - (3) The City may require the Bidder's to show proof that they are designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Bid.
- 3.20 **FIRM PRICES-** The bidder warrants that prices, terms, and conditions quoted in his/her bid will be firm throughout the duration of the contract unless otherwise specified in the IFB. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which services are to be performed or goods are to be supplied over the designated period of time.
- 3.21 **INDEMNIFICATION-** The Contractor shall indemnify and save harmless forever the City, and all the City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by Bidder or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City's officials, agents and employees; the Contractor shall further indemnify City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.
- 3.22 **INSPECTION OF BID-** Sealed bids received by the City pursuant to Invitation for Bids will not be made available until such time as the City provides notice of a decision or intended decision or within 10 days after bid opening, whichever is earlier. Bid results will be tabulated and may be furnished upon request via fax or e-mail to the Procurement staff member issuing the IFB.
- 3.23 **INSURANCE-** Within ten (10) days after receipt of Notice of Award, the Successful Bidder shall furnish evidence of insurance to the Risk Management Division (Section 4.0). Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the attached form entitled "Insurance Requirements". The City of Coral Gables shall be listed as an "Additional Insured".
- Issuance of a purchase order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation to Bid, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) business days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this IFB within fifteen (15) business days after receipt of Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future bids to the City. Information regarding any insurance requirements shall be directed, in writing, to the Risk Management Administrator, Michael Sparber, City of Coral Gables, 2801 Salzedo Street 2nd Floor, Coral Gables, Florida 33134.
- The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in full force in effect for the duration of the contractual period; including any and all option to renewal terms that may be granted to the Bidder.**
- 3.24 **INVOICES-** Invoices shall contain purchase order number of goods delivered and/or services performed (i.e. quantity, unit price, extended price, etc.).



3.25 MODIFICATIONS OR CHANGES IN PURCHASE ORDERS OR CONTRACTS

No agreement or understanding to modify this IFB and resulting purchase orders or contracts shall be binding upon the City unless made in writing by the Chief Procurement Officer through the issuance of Change Order or Modification to the Contract Purchase Order or Award Sheet as appropriate.

3.26 NON DISCRIMINATION- Bidder agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this solicitation. Furthermore, Bidder agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

In connection with the conduct of its business, including the delivery of goods and/or rendition of services and employment of personnel, Bidder shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

3.27 CITY EMPLOYEE PROHIBITION- Contractor represents and warrants to the City that it has not employed or retained any person employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

3.28 CASH DISCOUNT ON PROMPT PAYMENT- Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Bidders are required to provide prompt payment terms in the space provided on the Bid Information Form. If no prompt payment discount is being offered, the Bidder must enter zero (0) for the percentage discount to indicate no discount. If the Bidder fails to enter a percentage, it is understood and agreed that the terms shall be 2%-20days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery and/or completion of performance, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders during the term of the contract.

3.29 PUBLIC ENTITY CRIMES- A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.01 of Florida Statutes for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

3.30 PUBLIC RECORDS- Contractor understands that the public shall have access, at all reasonable times, to all documents and information to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and public to all documents subject to disclosure under applicable law.



Contractor failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

3.31 **CONTRACTOR'S PERFORMANCE-** The goods/services delivered or performed must be of the highest quality. Goods must be delivered properly packaged and without any damages. Services must be completed with the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this IFB.

3.32 **SERVICE AND WARRANTY-** Unless otherwise specified, the bidder shall define any warranty, service and replacements that will be provided. Bidders must explain on the attached Price Sheet to what extent warranty and service facilities are available.

3.33 **BEST COMMERCIAL PRACTICES-** The apparent silence of these specifications and any supplemental specification as to any detail or omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of good quality and correct type, size and design are to be used. All commodities delivered and workmanship performed is to be of good quality.

All interpretations of these specifications, commodities delivered and workmanship performed shall be construed in favor of the City.

3.34 **OTHER FORMAL COMPETITIVE CONTRACTS (BEST PRICES):** If your firm has a current contract with the State of Florida, Department of General Services, SNAPS, or any government agency located within the State of Florida, to supply the goods or perform the services on this bid, the bid shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid.

3.35 **TERMINATION-** The City reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

1. **Breach of Contract-** The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or have failed to deliver/perform the goods/services in a manner satisfactory to the City. In the event the contractor is found to be in default:
 - (a) Any goods delivered will be returned without any restocking fee and contractor should immediately cease in delivering any pending orders, and
 - (b) Any services rendered, and labor and materials provided, by contractor up to the termination date will be paid by the City.
2. **Termination for Convenience-** The City has determined that such termination will be in the best interest of the City to terminate the contract without just cause for its own convenience.
3. **Unavailability of Funds-** Funds is not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of funds.

The City will not be held responsible for any anticipated or actual loss of revenue due to the termination of this contract.

3.36 **VARIATIONS OF SPECIFICATIONS-** For purposes of bid evaluation, bidders must indicate any variance from bid specifications and/or conditions, no matter how slight. If variations are not stated on the Bid Certification Form, it will be assumed that the goods/services to be provided fully comply with the City's specifications.



- 3.37 **CONE OF SILENCE**- Prohibition on any communications between a potential offeror, bidder, lobbyist, consultant or City Commissioners and certain members of city staff regarding a particular Request for Proposal ("RFP"), Request for Qualifications ("RFQ"), Invitation for Bid ("IFB"), or any other advertised solicitation from the time a solicitation is advertised to contract award recommendation and does not include written communication on file with the City Clerk. See complete chapter on Cone of Silence on page # 47.
- 3.38 **CODE OF ETHICS**- Any attempt by City employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Article is also a breach of ethical standards. The provisions of City ordinances, county ordinances, and state statutes shall be strictly enforced to preserve the public trust. See complete chapter on Conflict of Interest and Code of Ethics on page # 49.
- 3.39 **PROTEST PROCEDURES/PROTEST OF SOLICITATION**- Per Article VI of the City of Coral Gables Procurement Code, any actual or prospective bidder or offeror who perceives itself aggrieved in connection with a solicitation of a contract may file a written protest with the City Clerk within five (5) business days prior to the date set for opening or receipts of bids. See complete chapter on Formal Solicitations Protest Procedures on page # 57.
- 3.40 **PROVISION FOR COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**- The bidder and all subcontractors shall comply with the Copeland "Anti-Kickback" Act 18 U.S.C. 874 as per the requirements noted in Special Provisions Section 1600, Paragraph 1.16"
- 3.41 **AMERICANS WITH DISABILITY**- As part of any bid, each vendor must submit an executed Americans with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et seq. (see section 8.0 "Forms).
- 3.42 **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY**- The Bidder shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C. Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C. Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be the subject to discrimination under any program or activity which the bidder has agreed to undertake by the through the covenants, and provisions set forth in this Contract.

We/I, the undersigned, do hereby state that we/I have read and understood the General Terms & Conditions.

SIGNED: Adebayo Abina TITLE: President

ADEBAYO ABINA
Please type and Print name

COMPANY: BMA CONSTRUCTION, INC. DATE: 1/29/09



4.0 MINIMUM INSURANCE REQUIREMENT

Pursuant to the City of Coral Gables Code, Chapter 2 - Administration, Sec. 2-1007 Insurance requirement, regulations shall be promulgated requiring the contractor and all subcontractors provide adequate insurance coverage for the duration of the contract. The Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval. The type of coverage required shall not be less than the following:

4.1 INSURER REQUIREMENTS

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

4.2 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIRED

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

4.2.01 Workers' Compensation - Coverage A
-Statutory Limits (State or Federal Act)

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

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

4.2.03 Each Occurrence Limit - \$1,000,000
4.2.04 Fire Damage Limit (Damage to rented premises) - \$100,000
4.2.05 Personal & Advertising Injury Limit - \$1,000,000
4.2.06 General Aggregate Limit - \$2,000,000
4.2.07 Products & Completed Operations Aggregate Limit \$2,000,000



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

- 4.2.08 Any Auto (Symbol 1)
- 4.2.09 Combined Single Limit (Each Accident) - \$1,000,000
- 4.2.10 Hired Autos (Symbol 8)
- 4.2.11 Combined Single Limit (Each Accident) - \$1,000,000
- 4.2.12 Non-Owned Autos (Symbol 9)
- 4.2.13 Combined Single Limit (Each Accident) - \$1,000,000

- d. Property Insurance** is required only when the contractor is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including transit) covered by the broadest Property Coverage Form commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the property being insured. If the contract is related to construction, a Builders Risk policy and/or an Installation Floater may be required to meet the above requirements.

4.3 MINIMUM REQUIRED FORM OF COVERAGE (SHALL BE AT LEAST AS BROAD AS):

a. Workers Compensation

The standard form approved by the State of Jurisdiction

b. Commercial General Liability

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

c. Commercial Auto Liability

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

d. Property Insurance

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

4.4 REQUIRED ENDORSEMENTS

a. Special Municipality Endorsement for the City of Coral Gables

b. Or the following endorsements with City approved language

- 4.4.1 Additional Insured
- 4.4.2 Waiver of Subrogation
- 4.4.3 Thirty (30) Day Notice of cancellation or non-renewal



Notice must be addressed as follows:

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

4.4.4 Primary & Non-contributory

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

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

4.5 VERIFICATION OF COVERAGE

- a. Certificate of Insurance acceptable to the City of Coral Gables Risk Management Division or City Attorney's Office. All of the provisions above must be met and evidenced on the certificate of insurance and copies of all endorsements must be received by the Risk Management Department within 30 days of the issue date of the certificate of insurance.

4.5.1 The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

4.5.2 The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

4.6 WAIVER OF INSURANCE REQUIREMENTS

Should the Contractor or Vendor not be able to comply with any of these insurance requirements for any reason, the contractor and/or vendor must write a letter to the Risk Management division on their letter head requesting that a waiver of insurance requirement be granted. The requested waiver will be evaluated by the Risk Management division and forwarded to the City Attorney for evaluation.

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

4.7 PROFESSIONAL INDEMNIFICATION

- 4.7.1 Without limiting PROFESSIONAL'S indemnification of the CITY, and during the term of this Agreement, PROFESSIONAL shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the CITY and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the CITY. Certificates or other evidence of coverage shall be delivered to:

**City of Coral Gables
Risk Management Division
2801 Salzedo Street, Second Floor
Coral Gables, Florida 33134**



Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the CITY is to be given written notice, by receipted deliver, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.

4.7.2 The PROFESSIONAL shall maintain during the terms, except as noted, of this Agreement the following insurance:

- a. Professional Liability Insurance with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.
- b. Comprehensive general liability insurance with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name the CITY as an additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.
- c. Worker's Compensation Insurance for all employees of PROFESSIONAL as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than \$1,000,000.
- d. Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- e. Other (or increased amounts of) insurance which CITY shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).
- f. All policies shall contain waiver of subrogation against CITY where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the CITY may have.
- g. All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.
- h. The CITY shall be named as an additional insured on a primary and non-contributory basis under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the CITY. The CITY reserves the right to request a copy of required policies for review.
- i. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to CITY prior to cancellation, non-renewal or material change.



- j. The PROFESSIONAL shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the CITY is named as an additional insured on a primary and non-contributory basis and that the PROFESSIONAL has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days [ten (10) days for non-payment of premium] advance written notice to the CITY.
- 4.7.3 Failure on the part of the PROFESSIONAL to obtain and maintain all required insurance coverage is a material breach upon which the CITY may, in its sole discretion, immediately suspend PROFESSIONAL'S performance or terminate this Agreement.

We/I, the undersigned, do hereby state that we/I have read and understood the City of Coral Gables minimum Insurance Requirements

SIGNED: Adebayo Abina TITLE: President

ADEBAYO ABINA
(Please type or Print Name)

COMPANY: BMA CONSTRUCTION, INC DATE: 1/29/09

**SPECIAL MUNICIPALITY ENDORSEMENT****For the City of Coral Gables****ENDORSEMENT #****DATE ISSUED****1. PRODUCER INFORMATION**

Agent: _____
License #: _____
Agency: _____
Mailing Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email address: _____

3. POLICY INFORMATION

Endorsement Effective Date : _____ (12:01 A.M.)
Policy Number: _____
Policy Period: _____ to _____
Name of Insurer: _____
Name of MGA/Broker: _____
Mailing Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____

2. NAMED INSURED INFORMATION

Named Insured: _____
DBA's: _____
Mailing Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Legal Entity: ☐ Individual ☐ Partnership
☐ LLC ☐ Corp ☐ Other: _____

4. TYPE OF INSURANCE (select the applicable coverage)

☐ General Liability ☐ Auto Liability ☐ Excess/Umbrella

5. APPLICABILITY

This insurance pertains to the operations, activities, and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Coral Gables unless checked here ☐ If the box above is marked, only the following specific agreements, leases, and/or permits with the City of Coral Gables, are covered: _____

6. GENERAL LIABILITY (Select all that apply)

- ☐ Commercial General Liability
☐ Owners And Contractors Protective (OCP)
☐ Other: _____
☐ Claims Made Form ☐ Occurrence Form
☐ Loss adjustment is included within the limit
☐ Underground & Collapse Hazard Included
☐ Deductible \$ _____
☐ Applies per Occurrence ☐ Applies per Claim
☐ Self-Insured Retention \$ _____
☐ Applies per Occurrence ☐ Applies per Claim
☐ Stop-Loss/Aggregate \$ _____
☐ Retroactive Date: _____
☐ _____

LIMITS

Each Occurrence \$ _____
Damage To Rented Premises \$ _____
Medical Expense \$ _____
Personal & Advertising Injury \$ _____
General Aggregate \$ _____
Products - Comp/ Op Aggregate \$ _____
Employee Benefits E&O \$ _____
Hired & Non-Owned Auto \$ _____
Professional Liability \$ _____

(Select at least one of the following)

- ☐ General Aggregate Limit Applies Per Project
☐ General Aggregate Limit Applies Per Location
☐ General Aggregate Limit Applies Per Policy

7. AUTO LIABILITY (Select all that apply)

- ☐ Any Auto
☐ All Owned Autos (PPT)
☐ All Owned Autos (Other Than PPT)
☐ Scheduled Autos
☐ Hired Autos ☐ Non-Owned Autos

LIMITS

Combined Single Limit (each accident) \$ _____
Bodily Injury (Per Person) \$ _____
Bodily Injury (Per Accident) \$ _____
Property Damage \$ _____
☐ D.O.C. Coverage Included ☐ Broadened PIP Included

ENDORSEMENT HOLDER

City of Coral Gables
Risk Management Division
2801 Salzedo Street, Second Floor
Coral Gables, Florida 33134
305-460-5528 Phone
305-460-5518 Fax
msparber@coralgables.com

AUTHORIZED REPRESENTATIVE

☐ Agent/Broker ☐ Underwriter ☐ Other: _____

I, _____ (print or type name) warrant that I have binding authority with the above named insurance company and that by signing this endorsement, I am warranting that the insurance company named on this endorsement has authorized me to amend this policy as indicated herein.

Signature of Authorized Representative or Licensed Agent /Broker

**SPECIAL MUNICIPALITY ENDORSEMENT****For the City of Coral Gables****ENDORSEMENT #****DATE ISSUED****8. EXCESS/UMBRELLA****LIMITS**

- ☐ Following Form
☐ Umbrella Liability
☐ Other: _____
☐ Claims Made Form
☐ Occurrence Form
☐ Loss adjustment is included within the limit
☐ Underground & Collapse Hazard Included

Each Occurrence \$ _____
Excess Of \$ _____
Aggregate \$ _____
☐ Self-Insured Retention Amount \$ _____
☐ Applies per Occurrence
☐ Applies per Claim
☐ Stop-Loss/Aggregate Amount \$ _____

9. LIST OF UNDERLYING INSURANCE

Insurer	Policy #	Limits

10. EXCLUSIONS & ENDORSEMENTS (Listing)

List all endorsements attached to this policy here or provide a list of all endorsements attached to this policy as Exhibit A.

11. CLAIMS REPORTING (for all types of insurance)

List the Insurer's Claims Representative to report any claims to.

Company Name:

Mailing Address:

City/State/Zip:

Phone:

Fax:

Email:

This endorsement forms a part of the Policy to which it is attached and does not change any provisions, conditions or declarations of the Policy other than as stated herein:

12. ADDITIONAL INTEREST - The City of Coral Gables, its officials, agents, and employees as their additional interest may appear with regard to liability and defense of suits arising from the operations, uses, occupancies, acts, activities, (ownership, maintenance or use of vehicles) by or on behalf of the Named Insured

13. WAIVER OF SUBROGATION - All rights of subrogation have been waived by the insurance carrier issuing this endorsement in favor of the City of Coral Gables

14. CONTRIBUTION NOT REQUIRED - The insurance or self insurance program of the City of Coral Gables shall be excess and shall not contribute in any way

15. SEPARATION OF INSURED - This insurance applies separately to each insured against whom claim is made or litigated except with respect to the limits

16. CANCELLATION NOTICE - If the Insurer elects to cancel this insurance policy before the expiration date shown above, or declines to renew a continuous policy, or reduces the stated limits of the policy other than by the impairment of an aggregate limit, the Insurer will, with respect to the City's interests, provide the City of Coral Gables at least thirty (30) days prior written notice of cancellation, non-renewal or other change in the policy. Notice will be made by receipted delivery and addressed as follows:

RISK MANAGEMENT DIVISION, 2801 SALZEDO STREET, SECOND FLOOR, CORAL GABLES, FLORIDA 33134

It is understood, however, that this notice to the City shall not affect the Insurer's right to give a lesser notice to the Named Insured in the event of nonpayment of premium.

ENDORSEMENT HOLDER

City of Coral Gables
Risk Management Division
2801 Salzedo Street, Second Floor
Coral Gables, Florida 33134
305-460-5528 Phone
305-460-5518 Fax
msparber@coralgables.com

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ Other: _____

I, _____ (print or type name) warrant that I have binding authority with the above named insurance company and that by signing this endorsement, I am warranting that the insurance company named on this endorsement has authorized me to amend this policy as indicated herein.

Signature of Authorized Representative or Licensed Agent /Broker



CITY OF CORAL GABLES
CHECK LIST OF THE REQUIRED DOCUMENTS THAT MUST BE SUBMITTED
FOR THE VERIFICATION OF INSURANCE COVERAGE

NAME OF THE INDIVIDUAL OR ENTITY:

CITY DEPARTMENT:

NAME OF THE CONTRACT MANAGER:

GENERAL LIABILITY INSURANCE

- ☐ A Certificate of Insurance where the named insured exactly matches the name of the individual and/or entity that the City of Coral Gables intends to enter or has entered into a contract or an agreement with.
- ☐ The Certificate Holder reads as follows:
City of Coral Gables - Attn: Risk Management Division
2801 Salzedo Street, 2nd Floor • Coral Gables, FL 33134
- ☐ The Certificate of Insurance states in the remarks section that for the coverage evidenced, the City of Coral Gables is an additional insured, a waiver of subrogation is included, and the policies are primary & non-contributory.
- ☐ The Certificate of Insurance evidences that a 30 day notice of cancellation/non-renewal endorsement has been added to the policy in favor of the City of Coral Gables
- ☐ A copy of the Additional Insured Endorsement for the General Liability policy has been provided
- ☐ A copy of the Waiver of Subrogation Endorsement for the General Liability policy has been provided
- ☐ A copy of the Primary and Non-contributory Endorsement for the General Liability policy has been provided
- ☐ A copy of the 30 day notice of cancellation/non-renewal endorsement for the General Liability policy has been provided

AUTOMOBILE LIABILITY INSURANCE

- ☐ A Certificate of Insurance where the named insured exactly matches the name of the individual and/or entity that the City of Coral Gables intends to enter or has entered into a contract or an agreement with.
- ☐ The Certificate Holder reads as follows:
City of Coral Gables - Attn: Risk Management Division
2801 Salzedo Street, 2nd Floor • Coral Gables, FL 33134
- ☐ The Certificate of Insurance states in the remarks section that for the coverage evidenced; the City of Coral Gables is an additional insured, a waiver of subrogation is included, and the policies are primary & non-contributory.
- ☐ The Certificate of Insurance evidences that a 30 day notice of cancellation/non-renewal endorsement has been added to the policy in favor of the City of Coral Gables
- ☐ A copy of the Additional Insured Endorsement for the Automobile Liability policy has been provided
- ☐ A copy of the Waiver of Subrogation Endorsement for the Automobile Liability policy has been provided
- ☐ A copy of the Primary and Non-contributory Endorsement for the Automobile Liability policy has been provided
- ☐ A copy of the 30 day notice of cancellation/non-renewal endorsement for the Automobile Liability policy has been provided

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

- ☐ A Certificate of Insurance where the named insured exactly matches the name of the individual and/or entity that the City of Coral Gables intends to enter or has entered into a contract or an agreement with.
- ☐ The Certificate Holder reads as follows:
City of Coral Gables - Attn: Risk Management Division
2801 Salzedo Street, 2nd Floor • Coral Gables, FL 33134
- ☐ The Certificate of Insurance states in the remarks section that a waiver of subrogation has been provided
- ☐ The Certificate of Insurance evidences that a 30 day notice of cancellation/non-renewal endorsement has been added to the policy in favor of the City of Coral Gables
- ☐ A copy of the Waiver of Subrogation Endorsement for the Workers Compensation policy has been provided
- ☐ A copy of the 30 day notice of cancellation/non-renewal endorsement for the Workers Compensation policy has been provided



5.0 SPECIAL CONDITIONS & REQUIRED PROCEDURES

5.1 DOCUMENT OF REQUIREMENTS:

This document is an outline of minimum requirements for all labor, materials, equipment, and supervision required to perform construction in the City of Coral Gables. The items listed in this document are only the minimum requirements, which the Contractor must meet in order to submit a Bid for construction services. For clarification on any of the listed items, please submit your questions in writing, no later than Thursday, January 15, 2009 by 5:00 pm, to the Finance Department, Procurement Division, via email at contracts@coralgables.com or via fax to 305-460-5116 and/or 305-261-1601.

5.2 LICENSES/QUALIFICATIONS:

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

5.3 PROJECT CHANGE ORDERS:

Any work that is estimated prior to commencement that exceeds or varies from the original and scope of work shall require an approved change order. The change order must be pre-approved in writing by the City's authorized representative. All change orders in excess of 15% percent of the bids total amount must be approved by the City Commission.

5.4 PLANNING/PREPARATION OF BIDS & ESTIMATES:

The City shall not incur the Contractor's cost of evaluating a service request including site visits and the preparation of a quotation for work. All such costs will be the sole responsibility of the Contractor, whether or not the Contractor performs the work.

5.5 CONTACT INFORMATION:

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

5.6 GUARANTEED WORK:

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

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



5.7 CONCURRENT WORK:

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

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

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

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

5.8 PARTS AND MATERIALS:

The Contractor shall furnish all supplies and materials. The Contractor shall be informed when each work order is issued as to if the Contractor or City is to furnish materials. In some cases both parties may supply items. When the Contractor supplies materials a list of all materials supplied must be included in the invoice documentation of each work order.

5.9 TRADE NAMES:

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

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

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

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

5.10 PERSONS APPROVED TO REQUEST WORK:

The City will furnish the Contractor with the names and titles of those persons that are the City's authorized representative. **The City will not be responsible for charges incurred as a result of work performed that was not pre approved by the Authorized Representative/Contract Administrator or its designee.** The Contractor may not bill the City for any expenses for any work provided that was not pre approved by an Authorized Representative/Contract Administrator or its designee.



5.11 SUB-CONTRACTORS:

The Contractor shall furnish the City, the names of any sub-contractors that will be performing work under the primary Contractor. Additionally, sub-contractors must supply the primary Contractor with proof of proper insurance and licenses. The minimum licensing and insurance qualifications for the sub-contractors shall be same as the primary Contractor. The sub-contractor shall be listed, and all documents required, supplied, with the primary Contractor's original Bid. Any and all sub-contractors that primary Contractor wishes to include in the future will strictly be subject to approval by the City. The Contractor shall be responsible to comply and fulfill all requirements for compliance with the conditions, procedures, and requirements of the contract and any and all special instructions, special conditions, policies and scope of services. Verification of the Contractor being in compliance with all conditions and requirements will be made by the City's representative and must be obtained prior to approval of payment for any rendered services.

5.12 NOTICES TO THE OWNER:

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

5.13 RELEASE OF LIEN:

The Contractor is responsible to furnish all partial and full releases of liens to include the primary Contractor as well as any and all sub-contractors performing work or supplied materials or equipment. The Contractor shall furnish applicable partial or releases of liens for all work performed. Only City release forms will be acceptable.

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

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

5.14 CITY'S APPROVAL OF INVOICES:

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



5.15 INVOICING AND PAYMENT:

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

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

5.15.1 Payment Request Certification Form: The Contractor must complete and sign the City's payment request certification form that includes the contract amount, paid to date amount, payment request amount and remaining balance less retainage. The form must be complete when submitted for payment request.

The contractor payment request certification form must be signed by the consultant if applicable. The Owners' project manager will sign to verify all requirements are met prior processing of any invoices (see sample at end of section).

5.16 RIGHT TO AUDIT RECORDS:

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

5.17 ACCEPTANCE:

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

5.18 CODES/REGULATIONS:

It is the sole responsibility of the Contractor to comply with any and all Federal, State, County, and City Codes including any and all Environmental Codes and Regulations.

5.19 SITE/WORK INSPECTION BY OWNER:

All work will be inspected by the City's Representative during the projects duration, and for final approval of each job. In addition the work site will be inspected for cleanness, safety, and progress of the work schedule. The



inspections will include evaluation of proper construction, installation or repair, as well as any requirements set by city standards or policy. All work will be inspected by the owner. Additional permitted work will be inspected by the permitting agency.

5.20 INFORMATION:

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

5.21 SUB-CONTRACTOR COMPLIANCE:

All sub-contractors are obligated to, and will follow the same requirements, regulations, and procedures as the primary contractor. All work by any sub-contractor must be pre approved by the City. The use of sub-contractors is only after receiving prior approval from the City. Payment for services rendered by any approved sub-contractor requires approved compliance following the same terms and conditions as the primary contractor prior to payment with each payment request (invoice).

5.22 PERMITS:

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

5.23 CONTRACTOR EMPLOYEES:

- 5.23.1 All of the Contractor's employees shall be considered to be at all times the sole employees of the Contractor under its sole direction and not employees or agents of the City.
- 5.23.2 The Contractor shall supply competent and physically capable employees. All Contractor employees performing work under this contract shall keep minimum acceptable standards of cleanliness, conduct and decency as determined by the City.
- 5.23.3 The City may require the Contractor to remove immediately any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose employment on City property is not in the best interests of the City as deemed by the City's Representative. Failure by the Contractor to immediately remove one of its employees under such circumstances may be sufficient grounds for immediate termination of Contract.

5.24 USE OF PUBLIC STREETS:

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

5.25 STORAGE EQUIPMENT:

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



5.26 SAFETY:

The Contractor shall be responsible for the safety of the Contractors employees. The Contractor shall abide by all Federal, State, County, and City safety requirements and regulations. The Contractor is responsible to furnish the Contractors employees with all required safety equipment. The Contractor is required to comply with all OSHA regulations including but not limited to "Right to Know", "Confined Space Entry" and "Airborne Blood Pathogens".

5.27 USE OF BARRICADES AND WORK SITE SAFETY:

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

5.28 DAMAGES:

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

5.29 TESTING:

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

5.30 AS-BUILT INFORMATION:

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

5.31 EXISTING SIGNS AND UTILITY CASTINGS:

All existing signs and utility castings shall be preserved and shall remain the property of either (a) the City of Coral Gables, 2800 SW 72nd Avenue, Miami, Florida 33155; (b) Miami-Dade County, Traffic Signal and Signs, 7100 NW 36th Street, Miami, Florida 33166. Those not reused shall be delivered to the City of Coral Gables or Miami-Dade County on a weekly basis.

5.32 EXISTING SIDEWALK:

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

5.33 RESTORATION OF SURVEY MARKERS:

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



5.34 HAND ROLLED ASPHALT ADJACENT TO CURB & CATCH BASINS:

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

5.35 COMPLETION OF PUNCH LIST ITEMS:

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

5.36 PLANS:

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

5.37 STRIPING:

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

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

5.38 SOD:

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

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

5.39 RESTORATION OF PAVEMENT OR PARKWAY:

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

5.40 MAINTENANCE OF TRAFFIC:

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

The Contractor shall provide all temporary signing, striping, detouring, barricading, signals, competent flagmen, and etc. required in accordance with the minimum requirements of the current Manual of Uniform Traffic Control Devices, whenever and wherever needed for pursuance of the project, and/or as directed by the City or designated representative.



The Contractor shall also coordinate these operations with the City of Coral Gables Public Works Department and Miami Dade County Department of Public Works. The Contractor shall supply the owner or designated representative with a traffic maintenance plan. Use of Police must be approved in advance by the City of Coral Gables. The Contractor may not submit additional charges for cost incurred for providing a Maintenance of Traffic plan.

5.41 SITE MANAGERMENTS, DUST CONTROL, ETC.:

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

5.42 CERTIFIED APPLICATOR:

When materials are installed that requires applicator certification the contractor must provide the City with documents verifying that the contractor is a current certified applicator certified by the manufacture. The contractor must meet any and all requirements by material manufactures in order to apply the materials and to validate the application and qualify for all warranty/guarantee requirements.

5.43 PARKING:

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

5.44 SITE CLEANUP/MAINTENANCE OF SITE:

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

5.45 REFERENCES:

The Contractor shall supply with the Bid, references including contact names, titles, and phone numbers that the Contractor has performed similar type of service work for, within the Miami-Dade County area. The references may be either public or private entities.

5.46 BIDDER'S WARRANTY:

The Bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

5.47 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:

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

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



5.48 RIGHTS OF OWNER:

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

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

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

5.49 STORM WATER EROSION AND SEDIMENTATION CONTROL:

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

5.50 PERFORMANCE EVALUATION:

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

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

SIGNED: Adebayo A. Aribina TITLE: President

ADEBAYO ARIBINA

Please type or Print Name:

COMPANY: BMA CONSTRUCTION, INC. DATE: 1/29/09



CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR _____

PROJECT _____

EVALUATION DATE from: _____ to: _____

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

CONTRACTOR'S PERFORMANCE

--

ABILITY TO MEET SCHEDULES

--

ABILITY TO ADJUST TO CIRCUMSTANCES

--

PROJECT MET BUDGET

--

CHANGE ORDERS

--

PROPER STAFFING

--

PROPER EQUIPMENT

--



CONTRACTOR PERFORMANCE EVALUATION

Page 2

MANAGEMENT OF SUB-CONTRACTORS

--

COMPLIANCE WITH SPECIFICATIONS

--

COMPLIANCE WITH DOCUMENTATION REQUIREMENTS'

--

SAFETY

--

PROJECT MANGER COMMENTS and signature

--

DIVISION SUPERVISOR COMMENTS and signature

--

ASSISTANT DIRECTOR COMMENTS and signature

--

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

**CITY OF CORAL GABLES
PUBLIC WORKS DEPARTMENT
CONTRACTOR PAYMENT REQUEST**

Contractor's Name _____

Project Name _____

Contractor's Project Manager _____

City Project Manager _____

Partial Payment ☐
Final Payment ☐

P. O. No. _____

Date _____

Invoice period _____

Invoice No. _____

Consultant Name _____

Consultant's Project Manager _____

Original Awarded Amount	_____
Allowance Account	- _____
Net Change Order Amount	+ _____
Total Contract Amount	_____
Amount Completed to Date	_____
Retainage (10% total completed to date)	- _____
Total Earned Less Retainage	_____
Less Previous Invoices	_____
AMOUNT DUE THIS INVOICE	_____
Balance to Finish	_____

Certification by Contractor

We certify that the project has progressed as indicated, all required inspections have been obtained, all sub-contractors and suppliers have been paid, we are entitled to the amount requested and the work was performed in accordance with the contract documents. Partial or full releases of lien have been provided.
Note: If releases of lien and backup documentation are not attached the invoice will remain unpaid.

Authorized Contractor Name (Printed) _____

Authorized Signature of Contractor & Date _____

Consultant Certification

The Consultant certifies to the Owner that the work has progressed as indicated the quality of work in accordance with the contract documents, performed all necessary field inspections to verify this above and that the Contractor is entitled Contractor is entitled to the amount certified.

Amount Certified: _____

Authorized Consultant Name (Printed) _____

Authorized Consultant Signature & Date _____

Summary of Change Orders		Additions	Deductions
Previous Change Orders	_____		
Change Order Current Invoice	_____		
Net Change Order Amount	_____		
Special Remarks _____			

Certification by City Project Manager

I certify that I have verified all releases of lien, verified that all required building inspections were performed, verified that insurance is current, required documents are received, required inspections have been approved, verified that the work performed meets the requirements of the work requested, performed all necessary field assessments to certify the above and that the quantities and calculations in this request are correct.

Project Manager's Signature & Date _____

Department _____

Other Departments signature required? Yes No

Print Name _____

Authorized Signature _____

Approved to Process

Assistant Public Works Director CIP _____

Assistant Public Works Director Admin _____

Division Supervisor _____

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

**IFB 2008.12.12
RENOVATION TO RIVIERA PARK
6611 YUMURI STREET
CORAL GABLES, FL**

**SECTION 6.0
SUMMARY**



CORAL GABLES

SECTION 6.0 “PROJECT SUMMARY”

Project involves the demolition and removal of concrete walk ways, electric light poles, site furniture, and the renovation of the Park including new concrete walk ways, resurfacing of concrete walkways, and new playground with synthetic flooring, fencing, new electric light poles, landscaping, irrigation and additive alternates for a new gazebo and an exercise trail and stations.



6.0 SUPPLEMENTARY CONDITIONS

6.1 HOURS OF WORK:

Monday to Fridays: 7:30 a.m. to 6:00 p.m.
Saturday: 7:30 a.m. to 5:00 p.m.
No work is permitted on Sunday.

6.2 COMPLETE PROJECT REQUIRED:

The specifications describe the various items or classes of work required enumerating or defining the extent of same where necessary to clarify the drawings, but failure to list any items shall not relieve the Contractor from furnishing, installing and performing such work where shown on the drawings, required by any part of the specifications or necessary for the satisfactory completion of the project.

6.3 CONSTRUCTION SCHEDULE:

~~Within five (5) days of the Notice to Proceed, the Contractor shall submit a construction schedule critical path and a schedule of values for review and acceptance by the Architect and the City.~~ The schedule shall reflect the use of necessary manpower to complete the job within the specified time. **The Contractor shall coordinate with the City and Architect/Engineer to assure that there is not disruption and disturbance to the operations and activities of the existing facility. All utility interruptions shall be arranged with and approved by the City prior to commencement of such interruption. The Contractor shall perform work at off-hours and/or weekends, as necessary, to return to full service the facility operations within the time agreed, at no additional cost to the City.** The accepted schedules will be used as a basis to evaluate the progress of the work or the lack thereof. The schedule shall illustrate the sequence and time elements for each task required to complete the work within the Contract time and shall take into consideration such events as reasonable rainfall, etc.

6.4 PRE-CONSTRUCTION CONFERENCE:

After the contract has been awarded and signed, but prior to commencement of work, a pre-construction conference shall be held. The conference shall be attended by authorized representatives of the City and Contractor. The purpose of this conference will be to review the Contractor's submitted progress schedule, clarify jurisdiction and to acquaint all parties present with the authorized representative to be notified. The Contractor will be notified in writing as to the date and place of the conference.

6.5 AS-BUILT INFORMATION:

As work progresses, the Contractor must record all information pertaining to changes and deviations from the contract drawings with special attention to all underground installations. At completion of the job, the Contractor shall submit a complete set of reproducible as-built drawings to the City.

Additionally the contractor shall maintain a field book with all deviations recorded. The completed as-built sketches and field books shall become the property of the City. As-built information must be supplied with each pay request. Failure to provide as-built information is cause to reject pay request.

6.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES:

~~6.6.1 The Contractor shall substantially complete all the work to be performed under this Contract within 120 (one hundred twenty) calendar days after date of written Notice to Proceed.~~ The Contractor shall



schedule manpower as necessary, taking into consideration holidays and no-work periods, for the work to be complete on or before substantial completion.

- 6.6.2 If the Contractor, or in the case of default, the Surety, fail to fully complete the work within the time stipulated in the proposal plus the time for excusable delays - the sum of five hundred dollars (\$500.00) per calendar day, until the work is completed, shall be deducted from any money due the Contractor not as a penalty but as a fixed, agreed upon amount as the recompense to the City for the loss of the facility, for additional costs incurred by the City for administration of the Contract during said period of time, and the disruption caused by the delayed construction activities.

6.6.3 **Excusable delays:**

The right of the contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays, when such delays are caused by reasons stated below:

- a) Any acts of the government including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reasons of war, national defense, or any other national emergency.
- b) To any acts of the City of Coral Gables.
- c) To causes not reasonably foreseeable by the parties to the contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions, provided that the Contractor notifies the City within ten (10) days of the cause of the delay. Upon receipt of such notifications, the City shall ascertain the facts and the cause for the delay. If the delay is excusable, the City shall extend the time for completion of the work for a period if time commensurate with the period of excusable delay.

6.7 CITY'S ALLOWANCE ACCOUNT FOR UNFORESEEN CONDITIONS:

- 6.7.1 ~~The total bid price shall include an Allowance Account in the amount of \$25,000.00 (Twenty-Five Thousand Dollars).~~ The Allowance Account shall be used to pay for all labor, materials, equipment and services requested by the City which are beyond the requirements of the Contract Documents and are necessary due to unforeseen conditions at the site.

- 6.7.2 The Contractor shall perform additional work only upon written direction by the City. The Contractor will be entitled to draw from the Allowance Account for the agreed lump sum amount established as compensation for such additional work.

- 6.7.3 At the completion of the project, the balance remaining in the Allowance Account will be deducted from the Contract Price.

6.8 APPROVAL OF MATERIALS:

- 6.8.1 Whenever in these plans and/or specifications a certain brand of materials is specified, it is done for the purpose of establishing the level of quality, capacity and the characteristics desired. Materials or products specified by the name of manufacturer, or the brand or trade name or catalog reference shall be the basis of the bid.

- 6.8.2 The Contractor shall make written request for the use of alternate materials within ten (10) days after the Contract is signed, and before ordering any materials requiring approval. If the Contractor makes



no request for approval of alternate materials within ten (10) days of the signing of the Contract, it shall be assumed that he intends to furnish the items specified.

- 6.8.3 The use of materials other than that specified without the written approval of the Engineer/Architect shall be sufficient reason for rejection of the work.

6.9 PROJECT LAYOUT:

The Contractor shall layout the proposed work and contacts all utilities to verify utility locations. If changes are required, due to conflict or design, the Engineer/Architect will make the final determination.

6.10 NOTICE TO PROCEED:

Upon receipt of the notice to proceed, the contractor shall commence work upon the site(s) within 10 working days and continue such work in an expeditious manner to a conclusion acceptable to the Engineer/Architect. No more than 7 consecutive days without construction activity will be allowed unless approved by the Engineer/Architect in writing.

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

SIGNED: Adebanjo TITLE: President

ADEBAYO ABINA

Please type or Print Name:

COMPANY: BMA CONSTRUCTION, INC. DATE: 1/29/09



7.0 BID PROPOSAL FORM

7.1 PROJECT BID AMOUNT

Date: 1/29/09

Provide all services, labor, tools, materials, insurance and supervision to complete the work according to the attached plans and specifications.

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

Base Bid Price	<u>\$ 345484.00</u>
Allowance account	<u>\$ 25,000.00</u>
Total Bid Amount	<u>\$ 370484.00</u>

Total Bid: (written): THREE hundred Seventy Thousand four hundred eighty four dollars. dollars. -

The total bid amount shall equal the Base Bid price plus Allowance Account.

The contract will be awarded based on the Total Bid Amount.

The City reserves the right to award or reject any and/or all bids.

Bidder's information;

Name: BMA CONSTRUCTION, INC

Contact Name: ADEBAYO ABINA

Address: 1000 NW 54 ST #B-1
MIAMI, FL 33127

Phone: 305-756-4274 Fax: 305-756-9015

Email: bma352001@yahoo.com

Signature: Adebayom



7.2 SCHEDULE OF VALUES

The bidder shall provide the following preliminary Schedule of Values based on Standard CSI Format for administrative purpose. This information is required with the submission of bid and when approved by the Architect/Engineer, will be used to evaluate Application for Payments of the successful bidder.

The Total Bid amount shall equal the Base Bid plus Allowance Account.

General Conditions	17,800.00
Supervision/Project Management	6,000.00
Insurance & Bond	17,878.00
Landscaping	52,830.00
Root Barriers	2,895.00
Irrigation	30,337.00
Playground Equipment	31,198.00
Synthetic Floor	24,083.00
Concrete Walks	33,177.00
Keystone Topping	14,981.00
Site Furniture	15,547.00
Picket Fence	11,169.00
Electrical	69,314.00
Other (specify): <u>H2O Fountain / French Drain</u>	6,523.00
Overhead & Profit:	9,752.00
Base Bid Price	345,484.00
Owner's Allowance Account	\$ 25,000.00
Total Bid Amount	370,484.00
Additive Alternate # 1; Gazebo Includes Structure, Slab, Roofing, Finishes, Electrical. (Base Bid Price to include electrical to Gazebo location) If alternate # 1 is accepted, the project's completion date will be extended by sixty (60) calendar days.	53,683.00
Additive Alternate # 2, Exercise Trail Includes six inch (6") mulched surface & exercise stations.	20,353.00

Name: _____

Title: 1-29-09

AD EBAWA ABWA
 Please type or print name

Company: BMA CONSTRUCTION, INC

Date: 1-25-09



7.3 ADDENDA

SUBMITTED TO:

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

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

Addendum No. 1 Date 1/22/09

Addendum No. 2 Date 1/27/09

Addendum No. _____ Date _____

5. Proposer accepts the provisions of the Contract as to penalties in the event of failure to provide services as indicated.
6. Proposer correct legal name: BMA CONSTRUCTION, INC.
Address: 1000 NW 54 ST #B-1
City/State/Zip: MIAMI, FL 33127
Telephone No./Fax No.: 305-756-4274 / 305-756-9015
Social Security or Federal I.D. No.: 65-1099775
Officer signing Proposals: ADEBAYO ABINA Title: PRESIDENT

SIGNED: Adebayo Abina TITLE: President
ADEBAYO ABINA
Please sign and type or Print Name:

COMPANY: BMA CONSTRUCTION, INC DATE: 1-29-09



7.4 STATEMENT OF NO BID

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

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

NS/A

We, the undersigned, have declined to submit a bid on your **IFB 2008.12.12 – Renovation to Riviera Park**.

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation for Bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ We are unable to meet specifications.

_____ We are unable to meet bond requirements.

_____ Specifications are unclear (explain below).

_____ We are unable to meet insurance requirements.

_____ Remove us from your bidders' list for this commodity or service.

_____ Other (specify below).

Remarks: _____

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

Company Name: _____

Signature: _____

Title: _____

Telephone: _____

Date: _____

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

IFB 2008.12.12
RENOVATION TO RIVIERA PARK

SECTION 8.0
FORMS



CORAL GABLES

SECTION 8.0 "FORMS"

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

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

- "Cone of Silence" *page 47,*
- "Conflict of Interest and Code of Ethics" *page 49,*
- "Formal Solicitations Protest" *page 57,*

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

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

1. This sworn statement is submitted to CITY OF CORAL GABLES
[print name of the public entity]

by ADEBAYO ABINA PRESIDENT
[print individual's name and title]

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

whose business address is

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

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

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

sworn statement: _____.)

2. I understand that a "public entity crime" as 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]

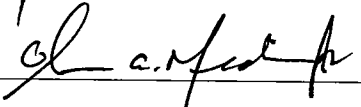
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM 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]

Sworn to and subscribed before me this 29 day of January, 2009.

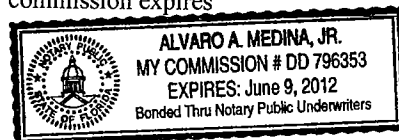
Personally known ✓

OR Produced identification _____


Notary Public - State of Florida

(Type of identification)

My commission expires _____



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

CONE OF SILENCE

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

(a) *Purpose and intent:* The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the city. It is the intent of this article to prevent potential vendors, bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed. It is further the intent of this ordinance that commissioners communicate with only the city manager or city attorney during the time the cone of silence is imposed, unless the provisions of this section are waived by the city commission on a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitations for bids ("IFB").

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

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

(2) Any communication regarding a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") or any other advertised solicitation between the city commissioners and city department heads, their staff, selection committee or evaluation committee members.

(c) *Applicability:*

(1) The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.

(2) The cone of silence shall not apply to informal bids as defined in the procurement code; emergency purchases of supplies, services or construction; any communications with the city attorney; duly noticed pre-bid or pre-proposal conferences; duly noticed site visits; inquiries to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process; written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation; sole source procurements; bid waivers; oral presentations during duly noticed meetings; competitive negotiations; public presentations made to the city commission during any duly noticed public meeting; contract negotiations and electronic commerce.

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

(e) The cone of silence shall not apply to communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney, and potential offerors, vendors, service providers, lobbyists, or consultants.

(f) After the selection committee has submitted its written recommendations to the city manager, the city manager or assistant city manager may communicate with the chairperson of the committee on any and all matters relating to the recommendations. Should any change occur in the committee recommendation as a result of such communication, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager with the city clerk, and be included in any recommendation submitted by the city manager to the city commission.

(g) *Procedure*

(1) *Imposition:* A cone of silence shall be imposed upon each request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") and any other solicitation when advertised. At the time of imposition of the cone of silence, the city manager, or designee shall provide for public notice of the cone of silence and shall advise the affected department (s) in writing. Any public solicitation for supplies, services, or construction shall include a statement disclosing the requirements of this article.

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

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

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

SIGNED: _____

Adelberto A. Abina ADERALTO ABINA TITLE: President

Please sign and type or Print Name:

COMPANY: BMA CONSTRUCTION, INC. DATE: 1/29/09

CONFLICT OF INTEREST AND CODE OF ETHICS*

Sec. 2-222. Designation

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

Sec. 2-223. Declaration of policy

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

Sec. 2-224. Purposes of article

The purpose of this article is to:

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

Sec. 2-225. Definitions

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

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

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

Benefit means anything:

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

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

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

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

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

Contribution is:

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

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

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

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

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

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

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

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

Sec. 2-226. Gifts.

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

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

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

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

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

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

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

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

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

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

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

Sec. 2-229. Conflicting employment prohibited.

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

Sec. 2-230. Prohibition on outside employment

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

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

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

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

Sec. 2-231. Prohibited investments

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

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

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

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

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

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

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

Sec. 2-234. Acquiring financial interests

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

Sec. 2-235. Recommending professional services

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

Sec. 2-236. Continuing application after city service

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

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

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

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

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

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

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

Sec. 2-239. Penalties and personnel action

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

Sec. 2-240. Fair campaign practices.

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

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

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

Sec. 2-241. Procedure on complaint of violation

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

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

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

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

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

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

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

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

Sec. 2-242. Applicability.

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

Sec. 2-243. Lobbying.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Reporting requirements.*

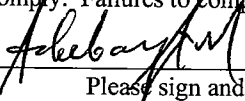
(1) On October 1 of each year, lobbyists subject to the registration requirements of this section shall submit to the city clerk a signed statement under oath as provided herein listing the full name and business address of the lobbying entity; name of each of the entity's lobbyists; and all expenditures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

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

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

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

SIGNED:



ADEBAYO ABINA

TITLE:

PRESIDENT

Please sign and type or Print Name:

COMPANY: BMA CONSTRUCTION, INC

DATE: 1-29-09

FORMAL SOLICITATIONS PROTESTS

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

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

SIGNED: Adedayo Abiola TITLE: President
Please sign and type or Print Name:

COMPANY: BMA CONSTRUCTION, INC. DATE: 1-28-09

VENDOR BACKGROUND INFORMATION

DATE: 1-28-09

1. Legal Name of Company: BMA CONSTRUCTION, INC
2. Doing Business as: _____
3. Name of Owner: ADEBAYO ABINA
4. Street Address: 1000 NW 54 ST # B-1
 City MIAMI State: FL Zip: 33127
5. Remittance Address: "SAME AS ABOVE"
 City _____ State: _____ Zip _____
6. Telephone: 305-756-4274 7. Fax: 305-756-9015
8. Contact Person: BAYO ABINA Title: PRESIDENT
9. Type of Organization: (circle one)
 A: Private for Profit D: Corporation
 B: Private-Non-Profit E: Partnership
 C: Association F: Sole Proprietorship
10. Primary Business Classification:
A: Prime Contractor D: Sub-Contractor
 B: Wholesaler E: Manufacturer
 C: Retailer F: Services
11. Years Company has been engaged in current business: 8 yrs
12. Principal Officers:
 A: Chief Executive Officer: ADEBAYO ABINA
 B: Chief Financial Officer: ADEBAYO ABINA
 C: General Manager: ADEBAYO ABINA
13. Are any of the principals of this company employed by the City of Coral Gables? If so, please enter: NO
 Name _____
 Social Security # _____
14. List current licenses held: _____
 A: State of Florida C9C 062099
 B: Dade County Occupational License 450823 -1
 C: City of Coral Gables Municipal License _____
 D: Other _____

15. Federal Employer ID # 65-1099775

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

GENERAL BUILDING CONSTRUCTION
- SITE WORK AND PAVING

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

LICENSES

17. County or Municipal Occupational License Number (attach a copy):

450823-1

18. Occupational License Classification:

GENERAL BUILDING CONTRACTOR

19. License Expiration Date:

8-31-2010

20. State License Number (attach a copy):

C9C 062099**INSURANCE**

21. Name of Insurance Carrier:

AMERISURE MUTUAL INS CO

22. Type of Coverage:

GENERAL LIABILITY

23. Limits of Liability:

5,000,000

24. Coverage/Policy Dates:

3-1-08 - 3-1-09

25. Name of Insurance Agent:

COUNSWORTH, ALDER, FOWLER

Agent(s) telephone including area code:

305-922-7850**EXPERIENCE**

26. Number of years your organization has been in business:

8 yrs

27. Number of years experience your organization has been in operations for the type of service required by the specifications of the Proposal:

8 yrs28. **Experience Record:** List past and/or present contracts, work, jobs, that PROPOSER has performed of a type similar to what is required by specifications of the City's Proposal:

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB
<u>LYNNUS PARK RENOVATION</u>	<u>08-2008</u>	<u>GENERAL PARK UPGRADE</u>
<u>AGRALE RANGE PARK POOL</u>	<u>04-2006</u>	<u>PARK POOL RESTROOMS RENOVATIONS</u>
<u>TATULLY BELAFONTE PARK</u>	<u>08-2008</u>	<u>RE-ROOF & MISC REPAIR</u>
<u>JAPANESE GARDEN PARK</u>	<u>11-2008</u>	<u>RESTROOM SLAB & FENCING</u>

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

NAME/FIRM	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER
CITY OF MIAMI	444 SW 2 ST. MIAMI	CARLOS VAQUEZ	305-416-1206
MD CPS	2990 NW 87 ST. MIAMI	JORGE BONBENDER	786-229-3405
ALPINE CONST.	115 S. ANDREWS AV	TIM JONES	305, 218-8272
BROWARD COUNTY FACILITIES	FT. LAUDERDALE	ANNE RAWLINGS	954-235-3555

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

Signed: Adebanjo A.M. Title: PRESIDENT.
 Type Name: ADEBAYO ABINA
 Company: BMA CONSTRUCTION, INC Date: 1-29-09
Adebanjo A.M.
 Signature of Company Owner

STATE OF FLORIDA

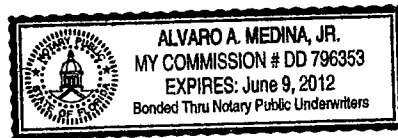
COUNTY OF MIAMI DADE

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

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

29th date of JANUARY, 2009

commission expires:



[Signature]
 Notary Public

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

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

This sworn statement is submitted to CITY OF CORAL GABLES
(print name of public entity)

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

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

whose business address is: 1000 NW 54 ST #B-1
MIAMI, FL 33127

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1099775
(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:

_____.)

I, being duly first sworn state:

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

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

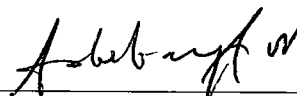
The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

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

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

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

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



[Signature]

Sworn to and subscribed before me this 29 day of January, 2009

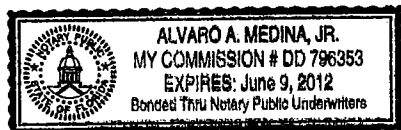
Personally known ADRIANO ABINA

or produced identification:

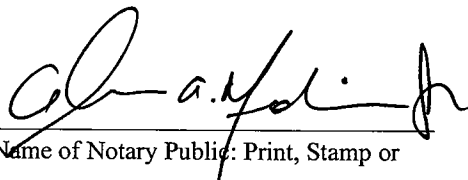
Notary Public, State of Florida

[Type of Identification]

My Commission Expires _____



Type



[(Name of Notary Public: Print, Stamp or

as Commissioned.)

CERTIFIED RESOLUTION

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

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

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

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

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>ADEBAYO ABINJA</u>	<u>PRESIDENT</u>	<u>Adebayo</u>
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of said corporation this 29 day of JANUARY, 2009

By: Adebayo, Secretary

BMA CONSTRUCTION, INC.
Name of Corporation

NOTE:

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

Signed, sealed and deliver
in the presence of:

[Signature]
Witness

[Signature]
Witness

By: Adebayo
(Signature)

ADEBAYO ABINJA
(Print Name)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

S/A

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

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

607.1501 Authority of foreign corporation to transact business required.

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

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

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

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

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OR

PROPOSER

CITY OF CORAL GABLES

PROPOSER QUALIFICATIONS STATEMENT

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

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

CIRCLE ONESUBMITTED BY: BMA CONSTRUCTION, INC.NAME: ADEBAYO ABINAADDRESS: 1000 NW 54 ST #B-1MIAMI, FL 33127TELEPHONE NO. 305-756-4274FAX NO. 305-756-9015

Corporation
Partnership
Individual
Other

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

The name of the Proposer is: BMA CONSTRUCTION, INC.The address of the principal place of business is: 1000 NW 54 ST #B-1MIAMI, FL 33127

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

a. Date of Incorporation: 4-13-01b. State of Incorporation: FLORIDAc. President's: ADEBAYO ABINA

d. Vice President's: _____

e. Secretary: _____

f. Treasurer: _____

g. Name and address of Resident Agent: ADEBAYO ABINA1000 NW 54 ST #B-1MIAMI, FL 33127

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

N/A

a. Date of organization: _____

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

c. State whether general or limited partnership: _____

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

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statue. no

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

8 yrs

a. Under what other former names has organization operated? N/A

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

CGC 062099

8. Have you personally inspected the site of the proposed work?
(Y) ☒ (N) ☐
9. Do you have a complete set of documents, including drawings and addenda?
(Y) ☒ (N) ☐
10. Did you attend the Pre-Proposal Conference if any such conference was held?
(Y) ☐ (N) ☒
11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
(Please provide the name and contact information of the entity which was involved)

No

- a Has any other entity held you in default of a contract? If so, which entity? Please provide the name and number of the contact. No

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided. (Governments are preferred as references.)

CARLOS VASQUEZ	CITY OF MIAMI 444 SW 2 ST MIAMI, FL	305-416-1206
(name)	(address)	(phone number)
ANNE RANUNZIS	BROWARD COUNTY FACILITIES 115 S. ANDREWS AV FT. LAUDERDALE	954-235-3555
(name)	(address)	(phone number)
JOE BONSENOR	MDCPS 2650 NW 37 ST MIAMI, FL	786-229-3405
(name)	(address)	(phone number)

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

ALVARO MEDINA

Provide the following information regarding your Insurance Requirements:

- Name of Insurance Carrier: AMERIGORE MUTUAL INS. CO.
- Type of Coverage: GEN. EXCESS LIABILITY, AUTO, W/C
- Limits of Liability: 5,000,000
- Coverage/Policy Dates: 03-01-02 thru 03-01-09
- Name of Insurance Agent(s): COLUMBORTH, ALTER, FOWLER
- Agent(s) telephone including area code: 305-822-7800

14. Has your insurance coverage ever been cancelled for non-payment of insurance premiums?

No

15. Has your insurance coverage ever been cancelled for any other reason? No

If so, what was the reason? _____

Offerer's Certification

WHEN OFFERER IS A PARTNERSHIP

N/A

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

Print Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Print Name of Partner

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Registration

State of Florida

County of _____

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

WITNESS my hand
and official seal

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

Personally known to me or
Produced identification:

(Type of Identification Produced)

DID take an oath, or DID NOT take an oath

Offerer's Certification

WHEN OFFERER IS A CORPORATION

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this 29 day of January, 2009

BMA CONSTRUCTION, INC.
Print Name of Corporation

FLORIDA
Print State of Incorporation

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

ADIBAYO ABINA
Print Name of President/other Authorized Officer

1000 NW 54 ST. #B-1
Address of Corporation

MIAMI, FL 33127
City/State/Zip

305-756-4274
Business Telephone Number

ATTEST:

By: [Signature]
Secretary

On this 29 day of January, 2009, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by

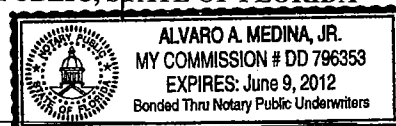
ADIBAYO ABINA, PRESIDENT
(Name of Corporate Officer(s) and Title(s))

of BMA CONSTRUCTION, INC. on behalf of the Corporation.
(Name of Corporation and State of Place of Incorporation)

WITNESS my hand and official seal

NOTARY PUBLIC
SEAL OF OFFICE:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



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

Personally known to me, or
Produced identification:

(Type of Identification Produced)

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

Offerer's Certification

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

NA

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

Print Name of Firm

By: _____
Signature of Owner

Witness

Print Name of Individual

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Florida
County of _____

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

State of Florida, personally appeared _____

(Name(s) of individuals(s) who appeared before notary)

and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledged that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

**NOTARY PUBLIC
SEAL OF OFFICE:**

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

Personally known to me, or
Produced identification:

(Type of Identification Produced)

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

NON-COLLUSION AFFIDAVIT

State of FLORIDA)

)ss.

County of MIAMI-DADE

AD EBAyo ABINA being first duly sworn,
deposes
and says that:

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

**City of Coral Gables
Vendor Performance Evaluation**

Date: _____ Department / Division: _____

Vendor Name: _____

Address: _____

Contact Person: _____ Telephone: _____

Resolution No.: _____ Resolution Date: _____

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

Contract Date: _____ Term of Contract: _____

Additional information: _____

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

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

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

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

Evaluated by: _____
Name and Title Department Date

Reviewed by: _____
Name and Title Department Date

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

File: 2003-047.mst

DRUG-FREE WORK PLACE FORM

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

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

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

Adelbert
Proposer's Signature

1-29-09
Date

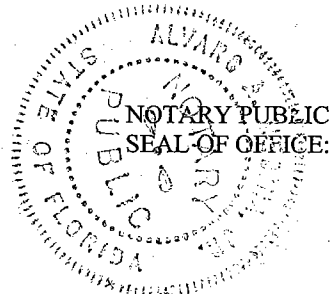
I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS QUALIFICATION STATEMENT ON BEHALF OF THE APPLICANT. THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED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

Adelberto Ayala
Signature

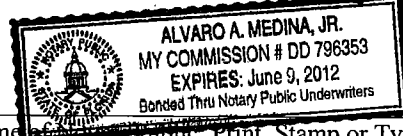
State of Florida

County of MIAMI DADE

On this the 28 day of January, 2009, before me, the undersigned Notary Public of the State of Florida, personally appeared Adelberto Ayala 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.



Alvaro A. Medina, Jr.
NOTARY PUBLIC, STATE OF FLORIDA



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

Personally known to me, or
Produced identification:

(Type of Identification Produced)

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

N/A

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

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

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

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

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

Your Name: (Print)

LOBBYIST

Your Business Name: (Print)

Business Telephone Number:

Business Address:

Client you are representing on this issue:

Name of Client: (Print)

Client's Address:

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

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

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

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

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

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

Date: _____

Signature of Lobbyist

\$125.00 Appearance Fee Paid: _____ Received by _____

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

Additional Client Application Attached: _____

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

N/A

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

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

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

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which 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) _____

CONTRACT

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

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

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

**RENOVATION TO RIVIERA PARK AT 6611 YUMURI STREET
CORAL GABLES, FLORIDA, IFB 2008.12.12**

2. That the second party shall commence and complete the work to be performed under this contract as set forth in the Bid.
3. The first party hereby agrees to make payment to the second party for the faithful performance of this contract, subject to additions and deductions as provided in the Plans and Specifications or Bid, by cash, as follows:
 - a. The first party shall make partial payments to the second party within 30 days of receipt of an estimate duly certified and approved by the City Manager, of work performed during the preceding calendar month by the second party, less ten percent (10%) of the amount of such estimate which is to be retained by the first party until all work has been performed strictly in accordance with this contract and until such work has been accepted by the first party.
 - b. Upon submission by the second party of evidence satisfactory to the first party that all payrolls, material bills and other costs incurred by the second party in connection with the construction of the work have been paid in full, final payment on the account of this contract shall be made within thirty (30) days after the completion by the second party of all work covered by this contract and the acceptance of such work by the first party.
4. That the second party shall perform all work according to all procedures specified in the Invitation for Bids package.

* To be dated by the City of Coral Gables

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

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA

ATTEST:

City Clerk (SEAL)

City Manager

Authority of Resolution No. _____ passed and adopted by
the City Commission on _____, 20____.

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

PRINCIPAL:

BMA CONSTRUCTIONS, INC (SEAL)
Name of Firm

Achebany
Signature of Authorized Officer

President
Title

(1) C. J. [Signature]
(2) [Signature]

ATTEST:

By

Title

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/21/2009
PRODUCER (305)822-7800 FAX Collinsworth, Alter, Fowler, Dowling & French P. O. Box 9315 Miami Lakes, FL 33014-9315 Freya Perdomo		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED BMA Construction, Inc. 1000 NW 54th Street Miami, FL 33127		
		INSURERS AFFORDING COVERAGE
		INSURER A: Amerisure Mutual Ins Co
		INSURER B: Amerisure Insurance Co
		INSURER C:
		INSURER D:
		INSURER E:
		NAIC # 09088

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A		GENERAL LIABILITY	GL200788605	03/01/2008	03/01/2009	EACH OCCURRENCE	\$ 1,000,000		
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000		
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000		
	<input type="checkbox"/>					PERSONAL & ADV INJURY	\$ 1,000,000		
	<input type="checkbox"/>					GENERAL AGGREGATE	\$ 2,000,000		
		GEN'L AGGREGATE LIMIT APPLIES PER:							
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A		AUTOMOBILE LIABILITY	CA201735006	03/01/2008	03/01/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$		
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$		
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$		
	<input checked="" type="checkbox"/>	HIRED AUTOS							
<input checked="" type="checkbox"/>	NON-OWNED AUTOS								
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$		
						AUTO ONLY: AGG	\$		
B		EXCESS/UMBRELLA LIABILITY	CU202926704	03/01/2008	03/01/2009	EACH OCCURRENCE	\$ 4,000,000		
	<input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000		
	<input type="checkbox"/>						\$		
	<input type="checkbox"/>	DEDUCTIBLE					\$		
	<input type="checkbox"/>	RETENTION \$					\$		
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC201856104	03/01/2008	03/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER			
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000		
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		

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

The company will give 30 days standard notice of cancellation, however only 10 days for non-payment.

CERTIFICATE HOLDER	CANCELLATION
City of Coral Gables Risk Management Division 2801 Salzedo Street Second Floor Coral Gables, FL 33134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE David Alter/RG

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

2008

LOCAL BUSINESS TAX RECEIPT
MIAMI-DADE COUNTY, STATE OF FLORIDA
EXPIRES SEPT 30, 2009

2009

MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A, ART. 9 & 10

THIS IS NOT A BILL-DO NOT PAY

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

450823-1

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

RENEWAL

RECEIPT NO. 470651-2
STATE# CGC062099

OWNER

BMA CONSTRUCTION INC

Sec. Type of Business

196 GENERAL BUILDING CONTRACTOR

WORKER/S

1

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

DO NOT FORWARD

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

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

07/07/2008
60090000419
000045.00



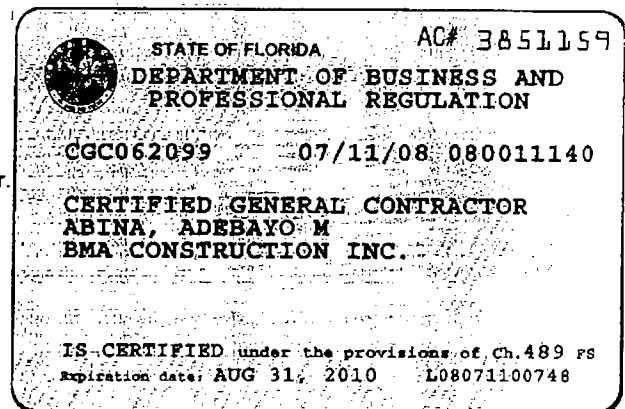
SEE OTHER SIDE

**STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION****CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783****(850) 487-1395****ABINA, ADEBAYO M
BMA CONSTRUCTION INC.
1000 NW 54TH ST #B-1
MIAMI FL 33127**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to 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.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

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



DETACH HERE

AC# 3851159

STATE OF FLORIDA**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

SEQ# L08071100748

DATE	BATCH NUMBER	LICENSE NBR
07/11/2008	080011140	CGC062099

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

**ABINA, ADEBAYO M
BMA CONSTRUCTION INC
1281 NW 202 STREET
MIAMI FL 33159****CHARLIE CRIST
GOVERNOR****CHUCK DRAGO
INTERIM SECRETARY**

DISPLAY AS REQUIRED BY LAW

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above BMA Construction, Inc.	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 1000 NW 54 Street, Suite B-1	Requester's name and address (optional)
City, state, and ZIP code Miami, FL 33127	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
6	5	1	0	9	9	7	7	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature of U.S. person **Adebayo Abina**

Date 1-19-2008

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded** as an entity separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



CONTRACTOR'S PERFORMANCE AND PAYMENT BOND
(SURETY)

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

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal, and

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

Signed, sealed and dated this _____ day of _____, 20_____.

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

City Attorney

Contractor's Performance and Payment Bond (Surety)

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Signature of Individual) (SEAL)

(Witness)

(Printed Name of Individual)

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

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm)

(Witness)

(Signature of Individual)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Name of Firm) A Partnership

BY _____
Partner

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

Correct Name of Corporation

Contractor's Performance and Payment Bond (Surety)

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

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

(Corporate Seal)

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

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

Subscribed and sworn to before me this _____ day of _____, A.D., 20____.

Notary Public State of Florida at Large

My Commission Expires _____

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND
(CASH)

KNOW ALL MEN BY THESE PRESENTS THAT _____

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

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

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

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

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

Contractor's Performance and Payment Bond (Cash)

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

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

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

Approved as to form:

City Attorney

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Signature of Individual) (SEAL)

(Witness)

(Printed Name of Individual)

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

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm)

(Witness)

(Signature of Individual)

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Name of Firm) A Partnership

BY _____
Partner

WHEN THE CONTRACTOR IS A CORPORATION:

ATTEST:

Correct Name of Corporation

(Secretary)

BY _____

(Corporate Seal) President

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

WITNESSES:(SEAL)

.....
By.....
Corporate Officer

Name:

Title:

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

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

.....
Corporate Officer

Sworn to and subscribed before me thisday of, 20.....

My Commission Expires:

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

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

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

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

WITNESSES:(SEAL)

..... By.....
Corporate Officer

Name:

Title:.....

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

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

.....
Corporate Officer

Sworn to and subscribed before me thisday of, 20.....

My Commission Expires:

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

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

IFB 2008.12.12
RENOVATION TO RIVIERA PARK
6611 Yumuri Street
Coral Gables, FL 33146

SECTION 9.0
PLANS



CORAL GABLES

CONSTRUCTION DOCUMENTS
FEBRUARY 29, 2008

INDEX OF DRAWINGS

LANDSCAPING

L-1 EXISTING AND DEMOLITION LANDSCAPE PLAN
L-2 LANDSCAPE PLANS

IRRIGATION

IR-1 LANDSCAPE IRRIGATION PLAN
IR-2 IRRIGATION DETAILS, SPECS & SYMBOLS

ARCHITECTURE

COVER SHEET, INDEX OF DRAWINGS
A-1.1 ABBREVIATIONS, SYMBOLS, GENERAL NOTES
A-1.2 GENERAL NOTES AND SPECIFICATIONS
A-1.3 EXISTING AND DEMOLITION SITE PLAN
A-2.1 SITE PLAN
A-2.2 GEOMETRY PLAN
A-3.1 GAZEBO PLANS / ELEVATION / SECTION
A-4.1 PLAY AREA PLAN
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A-6.1 DETAILS

STRUCTURE

S-1 FOUNDATION PLAN AND ROOF FRAMING PLAN
S-2 GENERAL NOTES, SCHEDULES
S-3 STRUCTURAL DETAILS

ELECTRICAL

E-1 ELECTRICAL DEMOLITION SITE PLAN
E-2 ELECTRICAL SITE PLAN
E-3 GAZEBO ELECTRICAL PLAN, LEGEND, DETAILS,
LIGHT FIXTURE SCHEDULE

BID BOND

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

**BMA CONSTRUCTION,
INC.**

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted
to the City of Coral Gables the accompanying Bid, signed
sealed and dated January 29, 2009, for

**RENOVATION TO RIVIERA PARK AT 6611 YUMURI STREET
CORAL GABLES, FLORIDA, IFB 2008.12.12**

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

NOW, THEREFORE,

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

BID BOND

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this
29th day of January, A.D., 2009, the name and corporate
 seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to
 authority of its governing body.

WITNESS

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

(1)

(2)

PRINCIPAL

BMA Construction, Inc.

Name of Firm

Signature of Authorized Officer

Title

1000 N.W. 54th Street, Suite B-1
 Business Address

Miami, FL 33127
 City, State

WITNESS

(1)

(2)

SURETY:

Developers Surety and Indemnity
 Company

Corporate Surety

Attorney-in-Fact Warren M. Alter
 (SEAL)

P.O. Box 19725
 Business Address

Irvine, CA 92623
 City, State

Nielson, Alter & Associates
 Name of Local Agency

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

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

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

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

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

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

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

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

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

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

State of California
County of Orange



On January 1st, 2008 before me, Christopher J. Roach, Notary Public
Date Here Insert Name and Title of the Officer

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



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Christopher J. Roach
Christopher J. Roach

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, the 29th day of January, 2009

By: Albert Hillebrand
Albert Hillebrand, Assistant Secretary



Advanced Recreational Concepts
3125 Skyway Circle ▼ Melbourne, FL 32934

Toll Free: 866-957-2355 ▼ Fax: 866-957-2356
www.ARCFlorida.com

To Whom it May Concern:

Advanced Recreational Concepts or ARC is a representative company for playgrounds, shelters, shade structures and many other aspects of parks developments. ARC has been in the industry for six years now. ARC also has a sister company name Play Space Services that is the installation branch of the company. Attached is all the information regarding the experience of Play Space Services as the installation branch of the company.

Thanks.

Zak Knoepfel
Project Manager
Advanced Recreational Concepts

QUALIFICATION STATEMENT

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH THE RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE BY USING AIA DOCUMENT D401.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED BY: **PlaySpace Services Inc**
{X} CORPORATION {} PARTNERSHIP {} INDIVIDUAL {} JOINT VENTURE
{} OTHER

NAME: **PlaySpace Services, Inc**
ADDRESS: **3125 Skyway Circle, Melbourne, FL 32935**
PRINCIPAL OFFICE: **SAME**

TYPE OF WORK:
{X} GENERAL CONSTRUCTION {} HVAC {} PLUMBING {} ELECTRICAL
{X} OTHER – **Parks & Recreation Related Sales and Construction Services**

1. ORGANIZATION

1.1 HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS AS A CONTRACTOR?

8+

1.2 HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS

NAME? **14+**

1.2.1 UNDER WHAT OTHER OR FORMER NAMES HAS YOUR ORGANIZATION OPERATED?

Playground Maintenance Services, Inc

(1.3 IF YOUR ORGANIZATION IS A CORPORATION, ANSWER THE FOLLOWING:

1.3.1 DATE OF INCORPORATION: **07/92**
1.3.2 STATE OF INCORPORATION: **Florida**
1.3.3 PRESIDENTS NAME: **David Antonacci**
1.3.4 VICE PRESIDENT: **Lazaro Gonzalez**
1.3.6 TREASURERS NAME: **Colleen Key**

2. LICENSING

2.1 LIST JURISDICTION AND TRADE CATEGORIES IN WHICH YOUR ORGANIZATION IS LEGALLY QUALIFIED TO DO BUSINESS, AND INDICATE REGISTRATION OR LICENSE NUMBERS, IF APPLICABLE.

Florida State General Contractor – CBC059700

Certified National Playground Safety Inspectors

2.2 LIST JURISDICTIONS IN WHICH YOUR ORGANIZATION'S PARTNERSHIP OR TRADE NAME IS FILED.

Incorporated in Florida - Products & Applicable Services Available Statewide (some nationally)

3. EXPERIENCE

3.1 LIST THE CATEGORY OF THE WORK THAT YOUR ORGANIZATION NORMALLY PERFORMS WITH ITS OWN FORCES.

Park & Recreation Sales, Supply and Construction – Including but not limited to – Sales, Supply and Installation of the following Park and Recreation Equipment - BCI Burke Playground Equipment, PlaySpace Playgrounds Soft Modular Play Equipment, Litchfield Landscape Elements Shelters, and Site Amenities, Sunports Shade Structures, GeoSculpts Rock Climbing Events, Sk8Parks Skate Equipment, Kay Park Site Amenities, Bison Sporting Equipment – Safety Surfacing Supply & Installation including but not limited to EPDM Poured in Place Rubber Surfacing, Rainbow Turf Loose Fill Rubber Mulch and Rainbow Turf Poured In Place Rubber Surfacing– Site Work including but not limited to demolition, grading and concrete – Playground Safety Inspections – Maintenance & Repairs

3.2 CLAIMS AND SUITES.

3.2.1 HAS YOUR ORGANIZATION EVER FAILED TO COMPLETE ANY WORK AWARDED TO IT?

NO

3.2.2 ARE THERE ANY JUDGMENTS, CLAIMS, and AND ARBITRATION PROCEEDINGS OR SUITS PENDING OR OUTSTANDING AGAINST YOUR ORGANIZATIONS OR ITS OFFICERS? **NO**

3.3 WITHIN THE LAST FIVE YEARS, HAS ANY OFFICER OR PRINCIPAL OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PRINCIPAL OF ANOTHER ORGANIZATION WHEN IT FAILED TO COMPLETE A CONSTRUCTION CONTRACT? **NO**

3.4 ON A SEPARATE SHEET, LIST THE MAJOR PROJECTS YOUR ORGANIZATION HAS COMPLETED IN THE LAST FIVE YEARS, GIVING THE NAME OF THE PROJECT, OWNER/ARCHITECT, CONTRACT AMOUNT; PERCENT COMPLETE WITH IN HOUSE CREWS AND THE COMPLETION DATE.

See Attachment

3.4.1 STATE THE TOTAL WORTH IN PROGRESS AND UNDER CONTRACT. **See Attached Upon Request**

3.5 ON A SEPARATE SHEET, LIST THE CONSTRUCTION EXPERIENCE AND PRESENT COMMITMENTS OF THE KEY INDIVIDUALS OF YOUR ORGANIZATION. **See attached**

4. REFERENCES

4.1 TRADE REFERENCES:

**Rubber Wholesalers
105 US Hwy 411 NE
Ranger, GA 30734**

**Contact - Terry Harris
Toll Free – 877-978-2237
Fax – 706-334-2403**

**BCI Burke Company, LLC
660 Van Dyne Road, P.O. Box 549
Fond du Lac, WI 54936-0549**

**Contact – Brian Johnson
Toll Free – 800-356-2070
Fax – 920-921-9566**

**Litchfield Industries, Inc.
4 Industrial Drive
Litchfield, MI 49252**

**Contact – Russ Ripatti
Phone – 800-542-5282
Fax – 517-542-2988**

**Sunports
8319 Chancellor Row
Dallas, TX 75247**

**Contact – Gary Haymann
Toll Free – 866-966-5005
Fax – 214-905-9514**

**Kay Park
1301 Pine Street, P.O. Box 477
Janesville, IA 50647**

**Contact – Accounting
Phone – 800-553-2476
Fax – 877-529-7275**

4.2 BANK REFERENCES:

First Commercial Bank
910 W. Vine St.
Kissimmee, FL 34741

Contact – Tammy Ortiz
Phone – 407-932-4800

Riverside National Bank
3125 W. New Haven Ave.
Melbourne, FL 32904

Contact – Grace Rio
Phone: 321-724-0151

4.3 SURETY:

4.3.1 NAME OF BONDING COMPANY: **CBIC**

4.3.2 NAME AND ADDRESS OF COMPANY: **Upon Request**

5. FINANCING

5.1 FINANCIAL STATEMENT

5.1.1 ATTACH FINANCIAL STATEMENT, PREFERABLY AUDITED, and INCLUDING YOUR ORGANIZATIONS LATEST BALANCE SHEET AND INCOME STATEMENT SHOWING THE FOLLOWING ITEMS: **Upon**

Request

CURRENT ASSETS; NET

FIXED ASSETS;

OTHER ASSETS;

CURRENT LIABILITIES (E.G., ACCOUNTS PAYABLE, ADVANCES, ACCRUED SALARIES AND ACCRUED PAYROLL TAXES);

OTHER LIABILITIES (E.G., CAPITAL, CAPITAL STOCK, AUTHORIZED OUTSTANDING SHARES PAR VALUES, EARNED SURPLUS AND RETAINED EARNINGS).

5.1.2 NAME AND ADDRESS OF THE FIRM PREPARING ATTACHED FINANCIAL STATEMENT, AND DATE THEREOF:

Chestnut, Bradley & Hemphill
524 Simpson Rd.
Kissimmee, FL 34744

Contact – Richard Bradley
Phone – 407-846-3371
Fax – 407-846-6093

5.1.3 IS THE ATTACHED FINANCIAL STATEMENT FOR THE IDENTICAL ORGANIZATION NAMED ON PAGE ONE? **No – Provided Upon Request**

5.1.4 IF NOT, EXPLAIN THE RELATIONSHIP AND FINANCIAL RESPONSIBILITY OF THE ORGANIZATION WHOSE FINANCIAL STATEMENT IS PROVIDED (E.G., PARENT- SUBSIDIARY). **N/A**

6. SIGNATURE

DATED: **January 29, 2009**

BY: **Cally Key**

TITLE: **Treasurer**

COMPANY EXPERIENCE

David Antonacci – President			
Certified Playground Safety Inspector	5 Years		
Construction Industry Experience	17 Years		
National Playground Contractors Association	9 Years		
Sales Experience	24 Years		
RESNA Committee	5 Years	(Member)	
NINS Committee	5 Years	(Member)	
Lazaro Gonzalez – Vice President			
State of Florida - Certified General Contractor	8 Years		
Certified Playground Safety Inspector	10 Years		
Construction Industry Experience	17 Years		
National Playground Contractors Association	4 Years		
ADA Accessibility Committee	3 Year		
Sales Experience	14 Years		
Cally Key – CFO –Operations			
Certified Playground Safety Inspector	5 Years		
Construction Industry Experience	12 Years		
Project Contracts Coordinator	11 Years		
Sales Experience	12 Years		
John Murphy – Technical Support/Quality Control			
Construction Industry Experience			
24 Years			
Project Management Experience	22 Years		
Computer Technician	15 Years		
Parks & Recreation Related Experience	17 Years		
Cad Design	22 Years		
Ed Luedke – Field Supervisor			
Construction Industry Experience			
40 Years			
Project Management Experience	35 Years		
Certified Playground Safety Inspector	6 Years		
Fred Diaz - Construction Supervisor			
State of Florida - Certified General Contractor	3 Years		
Construction Industry Experience			
8 Years			
Project Management Experience	3 Years		