

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5115 / Fax: 305-261-1601

BIDDER ACKNOWLEDGEMENT

<p>IFB Title: Ponce de Leon Blvd/Alhambra Circle Landscaping and Miscellaneous Improvements</p> <hr/> <p>IFB No. 2012.09.19</p> <p>A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.</p>	<p>Bids must be received prior to 2:00 p.m., Friday, October 12, 2012 and may not be withdrawn for a period of up to 90 calendar days after bid opening. Bids received by the date and time specified will be opened in the Procurement Office located at 2800 SW 72nd Avenue, Miami, FL 33155. All Bids received after the specified date and time will be returned unopened.</p> <p>Contact: Pamela J. Leja-Katsaris Asst. Chief Procurement Officer Telephone: 305-460-5115 Facsimile: 305-261-1601 PKatsaris@coralgables.com contracts@coralgables.com</p>
--	--

BIDDERS ACKNOWLEDGEMENT

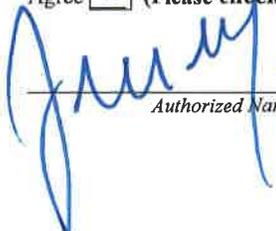
THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE BID PRIOR TO THE DATE AND THE TIME OF BID OPENING. THE BID SUMMARY SHEET PAGES ON WHICH THE BIDS ACTUALLY SUBMIT A BID AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE BID DOCUMENT.

Bidders Name: <u>ABC Construction, Inc</u>	Fed. ID No. or SS Number: <u>65-0234721</u>
Complete Mailing Address: <u>7215 NW 4th STREET Miami, FL 33126</u>	Telephone No.: <u>305-663-0322</u>
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.: <u>305-267-2403</u>
Bid Bond / Security Bond (if applicable) <u>5</u> %	Email: <u>Jgonzalez@abcconstruction.cc</u> Reason for no Response: <u>N/A</u>

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

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

Agree (Please check box to acknowledge this bid)



Jorge Gonzalez
Authorized Name and Signature

President
Title

10/12/12
Date

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5115, Fax: 305-261-1601

PUBLIC NOTICE

Invitation for Bids (IFB) No. 2012.09.19

The **Ponce de Leon Blvd/ Alhambra Circle Landscaping and Miscellaneous Improvements Project** includes furnishing all supervision, labor, materials and equipment for improvements along two corridors in Coral Gables, Florida:

- 1) Alhambra Circle from LeJeune Road to Ponce de Leon Blvd. – The scope includes landscaping, irrigation, landscape lighting, concrete work, and flagpole.
- 2) Ponce de Leon Blvd. from Salamanca Avenue to Almeria Avenue – The scope includes removal of trees and hedges from planters, irrigation, and concrete work.

Estimated Construction Budget: \$400,000 (including allowance)

A **non-mandatory** pre-bid meeting will be held **Wednesday, September 26, 2012 at 10:00 a.m.** in the Office of the Chief Procurement Officer.

A digital copy (*CD in PDF format*) of the Invitation for Bid may be picked-up at the Office of the Chief Procurement Officer for a \$10 non-refundable fee. Payment in the form of cash, check or money order payable to the City of Coral Gables is accepted. Request can be made via e-mail to contracts@coralgables.com; include the project title and number, the company name, address and contact information of the requestor.

Bids submitted by mail or hand delivered should be sent to the City of Coral Gables, Office of the Chief Procurement Officer, 2800 SW 72nd Avenue, Miami, Florida 33155.

The City of Coral Gables will not accept and will in no way be responsible for any bids received after the deadline of **Friday, October 12, 2012 on or before 2:00 p.m.** Verbal or electronic (e-mailed) 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. One (1) original bid and three (3) copies must be signed and submitted in a sealed envelope and clearly marked: **PONCE DE LEON BLVD/ALHAMBRA CIRCLE LANDSCAPING AND MISCELLANEOUS IMPROVEMENTS – IFB 2012.09.19**

The Pre-Bid Meeting and Bid Opening will be held in the Procurement Division Office located at 2800 S.W. 72 Avenue, Miami, FL in accordance with the Schedule of Events for this IFB:

Solicitation Advertisement	Wednesday, September 19, 2012
Non-Mandatory Pre-Bid Meeting	10:00 a.m. Wednesday, September 26, 2012
Written Questions	4:00 p.m. Monday, October 1, 2012
Written Answers	4:00 p.m. Friday, October 5, 2012
Submittal Deadline / Bid Opening	2:00 p.m. Friday, October 12, 2012

BID PRICES MUST BE FIRM FOR A MINIMUM OF NINETY (90) DAYS. ESCALATION CLAUSES OF ANY KIND CONTAINED IN YOUR BID RESPONSE ARE NOT ACCEPTABLE. THE CITY OF CORAL GABLES RESERVES THE RIGHT TO ACCEPT ANY BIDS DEEMED TO BE IN THE BEST INTEREST OF THE CITY OF CORAL GABLES, OR WAIVE ANY INFORMALITY IN ANY BIDS. THE CITY OF CORAL GABLES MAY ALSO REJECT ANY AND/OR ALL BIDS.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE REQUESTED IN WRITING TO THE CITY OF CORAL GABLES, CITY CLERK'S OFFICE:

City of Coral Gables
City Clerk's Office
405 Biltmore Way, 1st Floor
Coral Gables, FL 33134

- CONE OF SILENCE – Ordinance No. O2009-53
- CODE OF ETHICS & CONFLICT OF INTEREST – Ordinance No. O2009-53
- DEBARMENT PROCEEDINGS – Ordinance No. O2009-53
- PROTEST PROCEDURES – Ordinance No. O2009-53
- LOBBYIST REGISTRATION & DISCLOSURE OF FEES – Ordinance No. O2009-53

Sincerely,

Chief Procurement Officer

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5115, Fax: 305-261-1601

CONE OF SILENCE

Invitation for Bid (IFB) No. 2012.09.19

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

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

Imposition:

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

Termination:

The cone of silence shall terminate at:

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

Violations:

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

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

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155

TABLE OF CONTENTS

Invitation for Bid (IFB) No. 2012.09.19

<u>IFB – Section 1</u>	8
1.0 Introduction to Invitation to Bid (IFB).....	8
<u>IFB – Section 2.0 Summary of Work</u>	12
2.0 Summary of Work	12
3.0 Technical Specifications-Site Work.....	13
4.0 Excavation and Backfill	13
5.0 Lime Rock Base	15
6.0 Bituminous Prime Coat	16
7.0 Tack Coat	16
8.0 Asphaltic Concrete Surface Base and Leveling Courses	17
9.0 Adjusting Existing Structures	18
10.0 Construction of Concrete Sidewalks, Curbs, Curbs and Gutters and Miscellaneous Concrete	18
11.0 Construction of Concrete Ramps for the Handicapped (Pedestrians).....	21
12.0 Storm Drainage (Soakage Pits)	21
13.0 Manholes, Catch Basins and Auger Pits	22
14.0 Drainage Pipe	22
15.0 Joints	23
16.0 Slip-on Elastomer Check Valves.....	23
17.0 Slip-on Flat Bottom Elastomer Check Valves	24
18.0 Landscaping	25
19.0 Clean-up	26
20.0 Maintenance	26
21.0 Operations for Acceptance	26
22.0 Guarantee	26
23.0 Replacements	27
24.0 Planting Soil.....	27
25.0 Structural Soil, and Deep Barrier	27

26.0 Utilities (Overhead and Underground).....	28
27.0 Plant Pit Excavation and Backfill.....	28
28.0 Watering-In	28
29.0 Mulching	28
30.0 Sodding	28
Standard Details	29
<u>IFB – Section 3</u>	111
3.0 General Conditions.....	111
3.13 Special Conditions and Required Procedures	113
3.71 Supplementary Conditions	122
Contractor Payment Request Form	127
<u>IFB – Section 4</u>	128
4.0 Indemnification, Hold Harmless & Insurance Requirement	128
Check List when Evidencing Insurance	132
<u>IFB – Section 5</u>	133
5.0 IFB Response	133
<u>IFB – Section 6</u>	135
6.0 IFB Pricing Schedule	135
<hr/>	
Attachment “A” – Procurement Forms	
Forms to be Submitted with IFB	138
<hr/>	
Attachment “B” – Construction Forms	
Bond, Performance and Payment Bond, Release of Liens.....	163
<hr/>	
Attachment “C” – Master Construction Contract	
Contract (for reference purposes only).....	177

SECTION 1

Invitation for Bid (IFB) No 2012.09.19

1.0: INTRODUCTION TO INVITATION TO BID

1.1. Invitation

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

1.2. Contract Terms and Conditions

The Bidder(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a Professional Services Agreement ("Agreement") with the City in substantially the same form as the Agreement included as part of this IFB, if applicable. **The work will be substantially completed within 90 calendar days from the commencement date stated in the Notice to Proceed. The work is to be entirely complete within 120 calendar days from the commencement date stated in the Notice to Proceed.**

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

1.3. Submission of Responses

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

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

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

IFB No. 2012.09.19

Ponce de Leon Blvd/Alhambra Circle Landscaping
and Miscellaneous Improvements

Bidder Name and Address:

ABC Construction, Inc
7215 NW 7th STREET
Miami, FL 33126

Submittal Deadline:

Friday, October 12, 2012 - 2:00 PM

Addressed to:

City

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

Mi

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

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

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

1.4. Additional Information or Clarification

The Bidder must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Bidder may request clarification at the pre-bid conference or by **WRITTEN REQUEST** via fax or email to the Procurement Office **no later than 4:00 p.m., Monday, October 1, 2012.** Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** and may be emailed to all parties recorded by the City's Procurement Office as having received the Bid Documents prior to the response submission date. **It will be the bidders responsible to assure receipt and acknowledge all addenda.** No person is authorized to give oral interpretations of, or make oral changes to the bid. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the IFB and any addenda issued, the last addendum issued shall prevail.

Facsimiles must have a cover sheet that includes the Bidders name, IFB number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing.

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.

1.5. Bid Format

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

- (a) Title Page Show the IFB subject, the name of your firm, address, telephone number, name of contact person and date.
- (b) Table of Contents Clearly identify the material by section and page number. The following sections should be **flagged** in the original submittal, the **Bid Bond, Price Schedule and Addendum Acknowledgement.**
- (c) Summary of Bidder's Qualifications Identify your Project Manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes should be included as an appendix. Describe the experience in conducting similar projects for each of the Project Managers or individuals assigned to the engagement. Describe the organization of the proposed project team, detailing the level of involvement, and field of expertise.
- (d) Any and all Responses that do not follow the prescribed format may be deemed non-responsive.

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

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

1.6. Award of an Agreement

Agreements may be awarded to the Successful Bidder(s) by the City Commission or City Manager, as applicable, to one or more bidders deemed the most responsible, responsive Bidder, meeting all specifications. The Bidder shall not be permitted rate increases as a result of a low bid. Non-performance shall result in cancellation of the contract with the Bidder. The City reserves the right to execute or not execute an Agreement with the Successful Bidder(s) if it is determined to be in the best interest of the City.

1.7. Agreement Execution

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

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

1.8. Unauthorized Work

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

1.9. Changes/Alterations

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

1.10. Discrepancies, Errors, and Omissions

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

1.11. Disqualifications

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

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

1.12. Bidders Expenditures

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

1.14. 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 (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.**

1.15. Performance and Payment Bond

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

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

1.16. 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</u>	<u>Rating</u>
500,000 to 1,499,999	A	VI
1,500,000 to 2,499,999	A	VIII
2,500,000 to 4,999,999	A	X
5,000,000 to 9,999,999	A	XII
over 10,000,000	A	XV

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

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

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

SECTION 2

Invitation for Bid (IFB) No 2012.09.19

2.0: SUMMARY OF WORK

The scope of work consists of landscaping and miscellaneous improvements along two corridors in the City of Coral Gables.

Alhambra Circle from LeJeune Road to Ponce de Leon Blvd. – The scope includes landscaping, irrigation, landscape lighting, concrete work, and flagpole.

Ponce de Leon Blvd. from Salamanca Avenue to Almeria Avenue – The scope includes removal of trees and hedges from planters, irrigation, and concrete work.

2.1. Work Coordination

The Contractor must be able to coordinate and work with other trades, including Owner's staff, and other contractors. The contractor may be required to work under a contract ed Engineering or Architectural consultants on projects. The Contractor may be required to work under the direction of the Owner's Engineer.

2.2. Types of Work

The following outlines in general, but not limited to, the scope of work the Contractor may be required to provide.

2.2.1 Construction: Pavement Restoration- milling and resurfacing of existing asphalt pavement, including asphalt driveways and pavement marking replacement according to the to the City of Coral Gables standards.

2.2.2 Electrical

2.2.3 Concrete curbing.

2.2.4 Landscaping

2.2.5 Irrigation

2.2.6 Restoration of work area.

Contractor will be required to work from plans.

SECTION 3

Invitation for Bid (IFB) No 2012.09.19

3.0: IFB GENERAL CONDITIONS

3.1. Acceptance/Rejection

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

3.2. Legal Requirements

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

3.3. Non-Appropriation of funds

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

3.4. Occupational License Requirements

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

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

3.5. Minimum Qualification Requirements

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

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

- (a) Firms that are regularly engaged in the business of providing these goods and/or services as described in the Invitation for Bid "Scope of Work".
- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time as specified in the "Scope of Work".
- (c) Firms that have sufficient financial support, as specified in Special Conditions, equipment and organization to insure that the firm can satisfactorily execute the Contract under the terms and conditions stated herein.

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

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

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

3.6. Public Entity Crimes

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

3.7. Resolution of Protests

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

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

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

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

Written Protest: A written protest based on any of the foregoing must be submitted to the City Clerk's office within five (5) calendar days after the date the notice of protest was filed. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest. A written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

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

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

Compliance with filing requirements: Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the City Clerk's office within the time provided above shall constitute a forfeiture of such party's right to file a protest. The protesting party shall not be

entitled to seek redress before the City Commission or seek judicial relief without first having followed the procedure set forth in this section.

3.8. Review of Responses for Responsiveness

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

3.9. Collusion

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

3.10. Sub-Contractor(s)

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

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

3.11. Substitutions for Assigned Personnel

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

3.12. Public Records

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

3.13. SPECIAL CONDITIONS AND REQUIRED PROCEDURES

3.14. 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 contact the Public Works Department.

3.15. Terminology:

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

1. Owner: City of Coral Gables
2. Contract Administrator: Ernesto Pino, Interim Public Works Director
3. Project Manager: Julia Abraham, Civil Engineer
4. Contractor: The Contracting Company submitting a Bid for construction services or the Company awarded the contract for construction service.

5. Sub-Contractor: Any Contracting Company providing services which are obtained by the company awarded the contract for service and who were not hired directly by the City.
6. Other Contractors: Any Contracting Company providing services which are obtained by the City in addition to or in place of those provided by the Contractor.

3.16. Additions:

Either the Owner or the bidding Contractor may add items, which are not covered or listed in this document, as follows:

Additional Request by Owner: Any additional requests may be made by the Owner and will be done in writing, and shall be considered an amendment to the documented requirement.

Additional Request by Contractor: The proposing Contractor may include additional items not specified or addressed within the documented requirements. The Contractor when doing so shall submit all additions to the proposed items in writing and identify that each item is an addition.

3.17. Limits: Intentionally Omitted.

3.18. 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 Owner with a copy of any license renewal, at the time the license is renewed.

3.19. 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 Owner's authorized representative.

3.20. Planning/Preparation of Bids and Estimates:

The Owner 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.

3.21. Guaranteed Response Times:

The Contractor shall guarantee a minimum response time as requested to correct errors and situations that may warrant immediate response.

3.22. Contact Information:

The Contractor shall provide the Owner 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 Owner. 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.

3.23. 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 acceptance. 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 Owner will perform inspections, testing and necessary corrective measures.

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

3.24. Concurrent Work:

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

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

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

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

3.25. 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 Owner 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.

3.26. 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.

3.27. Persons Approved to Request Work:

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

3.28. Authority:

The authority for the City of Coral Gables shall be the Public Works Department. The Public Works Department authority shall be the Director of the Public Works or designated representative. Requests for service may be made by any persons listed on the document the Owner will supply the Contractor that will include the names and titles of those persons who are authorized for service requests.

Administration of Contract: The Public Works Department is the final authority of the Contract. The Contract administrator shall be the Assistant Director of the Public Works Department or designated representative.

3.29. Sub-Contractors:

The Contractor shall furnish the Owner, 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 Owner.

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 Owner's representative and must be obtained prior to approval of payment for any rendered services.

3.30. Notice to 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 Owner of any notice or lien received from any sub-contractor-equipment supplier or material supplier. The primary contractor is responsible to provide all release of liens from any contractor, sub-contract, equipment supplier, material supplier that have filed a Notice to Owner with the City.

3.31. 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 Owner.

3.31.1 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 owner 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.

3.32. Owner's Approval of Invoices:

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

3.33. Invoicing and Payment for Service:

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

1. Date of Invoice
2. Contract Description
3. Owner'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

3.331 Payment Request Certification Form: The Contractor must complete and sign the Owner'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).

3.34. 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.

3.35. Acceptance:

The City will be deemed to have accepted the work after the Chief Procurement Director is notified by the user department of its satisfaction of the work is completed. The work under this contract shall remain the property of the Contractor until the City accepts it. In the event the work furnished under this contract is found to be defective or does not conform to the specifications/scope of work, the City reserves the right to cancel the contract upon written notice to the Contractor.

3.36. 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.

3.37. Site/Work Inspection by Owner:

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

3.38. Information:

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

3.39. 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 Owner. The use of sub-contractors is only after receiving prior approval from the Owner. 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)

3.40. Permits:

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

3.41. Contractor Employees:

3.41.1 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 Owner.

3.41.2 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 Owner.

3.41.3 The Owner 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 Owner as deemed by the owner. Failure by the Contractor to immediately remove one of its employees under such circumstances may be sufficient grounds for immediate termination of Contract.

3.42. 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.

3.43. 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 Owner. The Owner is not responsible for the loss of any tools, equipment, or materials stored by the Contractor at the Owners site, or in the possession of the Contractor.

3.44. 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".

3.45. 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.

3.46. Damages:

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

3.47. 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.

3.48. As-Built Information:

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

3.49. 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.

3.50. Existing Sidewalk:

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

3.51. Restoration of Survey Markers (Intentionally Omitted)

3.52. Hand and Rolled Asphalt Adjacent to Curb and Catch Basins:

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

3.53. Punch List

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

3.54. 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.

3.55. Stripping:

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

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

3.56. Sod:

3.56.1 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 placed within 2-weeks of completion and final paving.

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

3.57. Restoration of Pavement or Parkway:

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

3.58. Maintenance of Traffic:

Unless otherwise specifically permitted by the proper authorities, the Contractor shall at all times maintain the streets passable on which he 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 therefrom, the Contractor shall make suitable arrangements with the property owners to the satisfaction of the Director.

The Contractor shall provide all temporary signing, striping, detouring, barricading, signals, competent flagmen, and etc. required in accordance with the minimum requirements of the current Manual of Uniform Traffic Control Devices, whenever and wherever needed for pursuance of the project, and/or as directed by the owner or designated representative. The Contractor shall also coordinate these operations with the City of Coral Gables Public Works Department and Miami Dade County Department of Public Works. The Contractor shall supply the 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.

3.59. Site Managements, Dust Controls, 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 Engineer/Architect.

3.60. Certified Applicator:

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

3.61. 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 Owners facilities does not waive the requirement to pay for metered parking.

3.62. Site Clean-up/Maintenance of Site:

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

3.63. 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.

3.64. Statement of Objection:

Any objections to the specific requirements contained within this document may be brought to the attention of the Owner at the time of the Bid. Provided that the objection is stated "in writing", with an explanation as to what the objection is, and the alternative Bid which the Contractor wishes to make. Once

the Contract is awarded, the Owner will assume that the Contractor awarded the Service Agreement has no further objections to the contents of this document.

3.65. 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.

3.66. Purchasing Agreements with Other Government Agencies:

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

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

3.67. Rights of Owner:

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

The Owner reserves the right to cancel this Agreement at any time after providing the Contractor with thirty (30) days advance written notice of cancellation. The Owner 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 Owner 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 Owner feels that the Contractor has not performed their duties pursuant to the Service Agreement, within the realms of good business practices.

3.68. Award of Contract:

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

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

3.68.1 Purchase Order: The City of Coral Gables through the Finance Department/Procurement Division will issue a Purchase Order Number to the Contractor awarded the Contract, following approval by the city commission. No Agreement shall be in effect until the Purchase Order Number has been issued to the Contractor.

3.69. Stormwater Erosion and Sedimentation Control:

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

3.70. Performance Evaluation:

3.71. SUPPLEMENTARY CONDITIONS

3.72. Hours of Work:

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

3.73. 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.

3.74. 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 Owner 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 Owner 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 Owner.** 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.

3.75. 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.

3.76. 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.

3.77. Time of Completion and Liquidated Damages:

3.77.1 The work will be substantially completed within **90 calendar days** from the commencement date stated in the Notice to Proceed. The work is to be entirely complete within **120 calendar days** from the commencement date stated in the Notice to Proceed.

The Contractor shall schedule manpower as necessary, taking into consideration holidays and non-work periods, for the work to be complete on or before substantial completion.

3.77.2 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 Owner for the loss of the facility, for additional costs incurred by the Owner for administration of the Contract during said period of time, and the disruption caused by the delayed construction activities.

3.77.3 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 of time commensurate with the period of excusable delay.

3.78. Owner's Allowance Account for Unforeseen Conditions:

3.78.1 The total bid price shall include an Allowance Account in the amount of \$40,000. 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.

3.78.2 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.

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

3.79. Approval of Materials:

3.79.1 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.

3.79.2 The Contractor shall make written request for the use of alternate materials within ten (10) days after 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.

3.79.3 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.

3.80 Project Layout:

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

3.81 NOTICE TO PROCEED:

Upon receipt of the **notice to proceed and approved purchase order**, 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.

SECTION 4

Invitation for Bid (IFB) No 2012.09.19

4.0: INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS

4.1 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

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

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

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

4.2 INSURANCE REQUIREMENTS

4.2.1 GENERAL CONDITIONS

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

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

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

4.2.2 INSURER REQUIREMENTS

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

4.2.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

4.2.3.1 Professional Liability Insurance with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services

performed by the PROFESSIONAL or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

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

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

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

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

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

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

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

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

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

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

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

4.2.3.4.2 Any Auto (Symbol 1)

4.2.3.4.3 Hired Autos (Symbol 8)

4.2.3.4.4 Non-Owned Autos (Symbol 9)

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

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

4.2.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

4.2.4.2 Commercial General Liability

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

4.2.4.3 Commercial Auto Liability

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

4.2.4.4 Property Insurance

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

4.2.5 REQUIRED ENDORSEMENTS

4.2.5.1 The following endorsements with City approved language

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

4.2.5.1.2 Waiver of Subrogation

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

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

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

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

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

4.2.6 HOW TO EVIDENCE COVERAGE TO THE CITY

4.2.6.1 The following documents must be provided to the City;

4.2.6.1.1 A Certificate of Insurance containing the following information:

4.2.6.1.1.1 Issued to entity contracting with the City

4.2.6.1.1.2 Evidencing the appropriate Coverage

4.2.6.1.1.3 Evidencing the required Limits of Liability required

4.2.6.1.1.4 Evidencing that coverage is currently in force

4.2.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

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

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

4.2.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy

must be provided directly to the City by the insurance agent or insurance company.

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

4.2.7 **WAIVER OF INSURANCE REQUIREMENTS**

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

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

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to msparber@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables – Insurance Compliance at (951) 652-2883.

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance
PO Box 12010 –CE
Hemet, CA 92546-8010

SECTION 5

Invitation for Bid (IFB) No 2012.09.19

5.0: IFB RESPONSE FORMS

SUBMITTED TO: City of Coral Gables
Office of the Chief Procurement Officer
2800 SW 72 Avenue
Mia mi, Florida 33155

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

Addendum No.	<u>1</u>	Date	<u>10/04/12</u>	Initials	<u>JG</u>
Addendum No.	<u>2</u>	Date	<u>10/08/12</u>	Initials	<u>JG</u>
Addendum No.	<u>3</u>	Date	<u>10/11/12</u>	Initials	<u>JG</u>
Addendum No.	<u>4</u>	Date	<u>10/12/12</u>	Initials	<u>JG</u>

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

6. Bidders correct legal name: ABE Construction, Inc
Address: 7215 NW 7th STREET
City/State/Zip: Miami, FL 33126
Telephone No./Fax No.: 305-663-0322 / 305-267-2403
Social Security or Federal I.D. No.: 65-0234721
Officer signing Bids: JORGE Gonzalez Title: President

STATEMENT OF NO BID

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

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

We, the undersigned, have declined to submit a bid on your **IFB No. 2012.09.07 – Miracle Theater Marquee Repair:**

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

N/A

Remarks: _____

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

Company Name: Abe Construction, Inc
Signature: [Signature]
Title: President
Telephone: 305-669-0322
Date: 10/12/2012

SECTION 6

Invitation for Bid (IFB) No 2012.09.19

6.0: BID PRICING SCHEDULE

Bid Pricing Schedule Form

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

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

BIDDERS NAME: ABC Construction, Inc
CONTACT NAME / TITLE: Jorge Gonzalez - President
SIGNATURE: [Signature] DATE: 10/12/2012
ADDRESS: 4215 NW 1st St Miami, FL 33126
TELEPHONE: 305-267-2403 FACSIMILE: 305-267-2403 EMAIL: Jgonzalez@abcconstruction.com

BIDDER: ABC Construction, Inc

6.1 BID PRICING SCHEDULE

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

1. Ponce de Leon Landscaping and Irrigation Improvements

a. Removal of existing trees, palms and shrubs	\$ <u>123,050.00</u>
(includes all work shown on plans LA-1 through LA-5)	
b. Irrigation (Option 2 – Jack and Bore)	\$ <u>17,250.00</u>
c. Other (specify) <u>G. Requirements</u>	\$ <u>23,000.00</u>
Subtotal	\$ <u>163,300.00</u>

2. Alhambra Circle Median Improvements

a. Demolition	\$ <u>6,900.00</u>
b. Landscaping	\$ <u>59,225.00</u>
c. Irrigation	\$ <u>25,300.00</u>
d. Electrical	\$ <u>207,000.00</u>
e. Flag Pole	\$ <u>2,300.00</u>
f. Jack and Bore	\$ <u>3,450.00</u>
g. Concrete Plaza	\$ <u>1,725.00</u>
h. Other (specify)	\$ <u>20,700.00</u>
Subtotal	\$ <u>326,600.00</u>

Owner's Contingency Allowance \$40,000.00

Total Base Bid: \$ 529,900.00

Total Base Bid Written: Five hundred twenty nine thousand, nine hundred dollars & 00/100.

Ponce de Leon Landscaping and Irrigation Improvements:

Unit Cost 1: Irrigation System: provide unit cost to saw cut and remove concrete, install sleeves and piping and then re-pouring the concrete to match color and texture of adjacent pavement or curbs.	\$ <u>15.00</u> /s.f.
Unit Cost 2: Irrigation System: Utilize existing sleeves.	\$ <u>5.00</u> /l.f.
Unit Cost 3: Irrigation System: if either Unit Cost 1 or Unit Cost 2 are used at any location, provide a unit cost for the credit of the corresponding jack and bore not being done and included in the base bid.	\$ <u>1.50</u> /l.f.

NOTE: All work shown on plans LA-6 through LA-10 (Planting Plans) of the Ponce de Leon Landscaping and Irrigation Improvements is not part of this contract. However, contractor will be responsible for coordinating the work with contractor performing this work.

Alhambra Circle Median Improvements

Add Alternate 1:	3 existing Medhjoool palms to be transplanted to other City property at the direction of the Public Works Dept. (refer to plant transplanting notes)	Add \$ <u>2,250.00</u>
Add Alternate 2:	2 existing Medjool palms to be relocated towards the center of the median at the direction of the Public Works Dept. (refer to plant transplanting notes)	Add \$ <u>1,300.00</u>

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

ATTACHMENT A

PROCUREMENT FORMS

**(Bidder shall prepare and submit (1) original of the Procurement Forms signed in blue ink as part of its response.)
If a form does not apply, please draw a line across it and mark "Not Applicable" (N/A).**



CITY OF CORAL GABLES, FL 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.

PROPOSERS NAME: ABE Construction, Inc
 CONTACT NAME: Jorge Gonzalez
 TITLE: President
 ADDRESS: 4215 NW 4th STREET
Miami, FL 33126
 TELEPHONE: 305-663-0322 FACSIMILE: 305-267-2403
 EMAIL: jgonzalez@abccconstruction.cc
 FEDERAL EMPLOYER ID NO: 65-0234721
 MARK ONE: CORPORATION PARTNERSHIP INDIVIDUAL OTHER

List all current licenses held and provide copies

- (a) STATE OF FLORIDA CGA 60037
- (b) MIAMI DADE COUNTY 288215-8
- (c) CITY OF CORAL GABLES MUNICIPAL LICENSE -
- (d) OTHERS -

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

Proposers Name: ABE Construction, Inc

The address of the principal place of business is:
4215 NW 4th STREET
Miami, FL 33126

- a. Date of Incorporation: 10/1/90
- b. State of Incorporation: Florida
- c. President's: Jorge Gonzalez
- d. Vice President's: Lillian Gonzalez
- e. Secretary: Jorge Gonzalez
- f. Treasurer: Lillian Gonzalez
- g. Name and address of Resident Agent: 4215 NW 4th STREET
Jorge Gonzalez Miami, FL 33126

Telephone: 305-663-0322 Facsimile: 305-267-2403
 Email: jgonzalez@abccconstruction.cc

2. If proposer is an individual or a partnership, answer the following:
- a. Date of organization: N/A.
- b. Name, address and ownership units of all partners:
N/A.
- c. State whether general or limited partnership: N/A.

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

Corporation : General Contractor
JORGE Gonzalez - President
7015 NW 7th STREET
Miami, FL 33126

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

No

6. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statue. None.

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

a. Under what other former names has organization operated?
None

8. 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.

AC# 6152617 - Lic# CGCA 60037 - 08/31/2014
AC# 6152542 - Lic# CFC 1427728 - 08/31/2014
AC# 6152354 - Lic. HIS304 - 08/31/2014
Cert. OF Use :- 1999093800

9. Are you a certified Minority business? (Y) / (N)

If yes, then provide a copy of your certificate, certificate expiration date: _____

<i>African American</i>	<input type="checkbox"/>	<i>Hispanic American</i>	<input checked="" type="checkbox"/>	<i>Native American</i>	<input type="checkbox"/>
<i>American Woman</i>	<input type="checkbox"/>	<i>Asian American</i>	<input type="checkbox"/>	<i>Service Disable Vet.</i>	<input type="checkbox"/>

10. Have you personally inspected the site of the proposed work? (Y) / (N)
11. Do you have a complete set of documents, including drawings and addenda? (Y) / (N)
12. Did you attend the Pre-Proposal Conference, if any such conference was held? (Y) / (N)
13. 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 .

14. 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.*)

JOEL Arango	MDPER	305-777-7453
<small>(name)</small>	<small>(address)</small>	<small>(phone number)</small>
Alice Arguelles	GSA	786-469-2062
<small>(name)</small>	<small>(address)</small>	<small>(phone number)</small>
Roberto Rodriguez	MDAD	305-869-1258
<small>(name)</small>	<small>(address)</small>	<small>(phone number)</small>

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

Project Manager Name: JORGE Gonzalez

Title: Project Manager

Telephone: 305-663-0322 Facsimile: 305-267-2403

Email address: jgonzalez@abcconstruction.cc

Provide the following information regarding your Insurance Requirements:

- a. Name of Insurance Carrier: Hemisphere Insurance Group
- b. Type of Coverage: _____
- c. Limits of Liability: SEE ATTACHED Certificate
- d. Coverage/Policy Dates: _____
- e. Name of Insurance Agent(s): Joreen Duran
- f. Agent(s) telephone including area code: 786-218-2106

16. Has your insurance coverage ever been cancelled for any reason?, including payment. Yes / No
- If yes, what was the reason?

None .

17. **Experience Record:** List past and/or present contracts, work, and 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
SEE ATTACHED Project List.		

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

None.

19. **References:** List references that may be contacted to ascertain experience and ability of Proposer. Provide a minimum of three (3) references including COMPANY NAME, ADDRESS, CONTACT PERSON, TELEPHONE, FACSIMILE AND EMAIL ADDRESS:

SEE ATTACHED Reference List.

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

ATTACHED.

Signed: [Signature] Title: President
 Type Name: Jorge Gonzalez
 Company: ABC Construction, Inc Date: 10/12/2012

[Signature]
 Signature of Company Owner

STATE OF Florida
 COUNTY OF Sade

PERSONALLY APPEARED BEFORE ME, the undersigned authority Jorge Gonzalez.
(Name of individual signing)

Who, after being sworn by me, affixed signature in the space provided above on this 12 date of October, 20 12

Commission expires: Dec 05, 2012

[Signature]
 Notary Public

**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 Jorge Gonzalez - President
[print individual's name and title]
for AOC Construction, Inc
[print name of entity submitting sworn statement]

Whose business address is:

7215 NW 4th STREET
Miami, FL 33126

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0234721

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

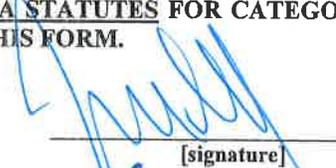
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or 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 12 day of October, 2012.

Personally known _____

OR Produced identification _____

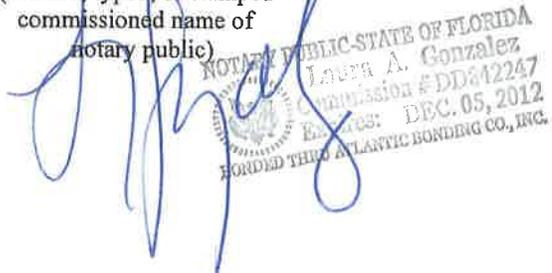
Notary Public - State of FL

My commission expires Dec 05, 2012.

(Type of identification)

Laura Gonzalez

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


NOTARY PUBLIC STATE OF FLORIDA
Laura A. Gonzalez
Commission # DD842247
Expires: DEC. 05, 2012
BONDED THROUGH ATLANTIC BONDING CO., INC.

CONE OF SILENCE
(Revised 11-17-2009)

Sec. 2-1059. Cone of silence; contracts for the provision of goods and services.

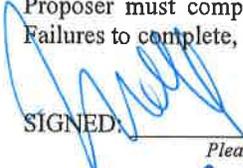
The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the City of Coral Gables.

- (1) *Purpose and intent.* It is the intent of this article to prevent city commissioners, potential vendors, bidders, offerors or service providers from communicating with city department directors, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed on the request for proposals (RFP), request for qualifications (RFQ), or invitations for bids (IFB).
- (2) *Cone of silence* is defined to mean a prohibition on:
 - a. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department directors, their staff, selection committee or evaluation committee members;
 - b. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and city department directors, the city departments' staff, selection committee or evaluation committee members.
- (3) *Applicability.*
 - a. The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.
 - b. The cone of silence shall not apply to:
 1. Informal bids as defined in the procurement code;
 2. Emergency purchases of supplies, services or construction;
 3. Duly noticed pre-bid or pre-proposal conferences;
 4. Duly noticed site visits;
 5. Sole source procurements;
 6. Bid waivers;
 7. Oral presentations during duly noticed meetings;
 8. Competitive negotiations;
 9. Public presentations made to the city commission during any duly noticed public meeting;
 10. Contract negotiations and electronic commerce;
 11. Inquiries by the city commissioners or third parties to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process;
 12. Written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
 13. Communications with the city attorney, **city manager or chief procurement officer**;
 14. Communications between a city commissioner, the city manager, assistant city managers, the city clerk and the city attorney;
 15. Communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney and potential offeror, vendors, service providers, lobbyists or consultants;
- (4) *Procedure.*
 - a. *Imposition.* A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) and any other solicitation when advertised. At the time of imposition of the cone of silence, the city manager shall provide public notice of the cone of silence and shall advise the affected department(s) in writing. The affected departments includes, but is not

limited to, selection committee members, user departments, department directors, city attorney, city manager, assistant city manager(s), and the city commission.

- b. *Termination.* Except as otherwise provided herein, the cone of silence shall terminate at the time of the city manager's approval of the award, or the city manager's written recommendation to the city commission, as may be applicable, is received by the city clerk, or at such time that bids or proposals are rejected by the city commission or the city manager; provided, however, that if the commission refers the city manager's recommendation back to the city manager or staff for further review, the cone of silence shall be re-imposed until such time as the city manager's subsequent written recommendation is received by the city clerk.
- (5) *Penalties.* Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission. In addition to any other penalty provided by law, violation of any provision of this ordinance by a city employee shall subject said employee to disciplinary action up to and including dismissal. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection or evaluation committee unless such appointment is approved by a four-fifths vote of the city commission. A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

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

SIGNED:  Jorge Gonzalez TITLE: President
Please sign and type for Print Name

COMPANY: Arbe Construction, Inc DATE: 10/12/2012

CODE OF ETHICS AND CONFLICT OF INTEREST
(Revised 11-17-2009)

Sec. 2-1055. Ethics

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED:  Jorge Gonzalez TITLE: President
Please sign and type or Print Name

COMPANY: ABC Construction, Inc DATE: 10/12/2012.

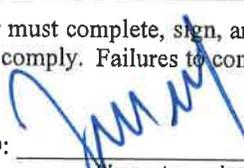
FORMAL SOLICITATIONS PROTEST PROCEDURES

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

- (a) *Right to protest on solicitations.* The following procedures shall be used for resolution of protested solicitations.
- (b) *Protest of solicitation.* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest bid specifications or a bid solicitation may file a written notice of intent to file a protest with the city clerk's office within three calendar days prior to the date set for opening of bids or receipt of proposals. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (c) *Protest of award.* Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the city clerk's office within three calendar days after notice of the city manager's written recommendation to the city commission for award of contract. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (d) *Contents of protest.* A written protest based on any of the foregoing must be submitted to the city clerk's office within five calendar days after the date the notice of protest was filed. A written protest is considered filed when received by the city clerk's office. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (h) below. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest.
- (e) *Computation of time.* No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday or legal holiday.
- (f) *Challenges.* The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.
- (g) *Authority to resolve protests.* The chief procurement officer, after consultation with the city attorney, shall issue a written recommendation within ten calendar days after receipt of the written protest. Said recommendation shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. **On any protest on a contract for supplies and services not exceeding \$100,000.00 or a contract for construction not exceeding \$25,000.00 the city manager as authorized in Section 2-651 shall have sole authority to resolve in the best interests of the City. Otherwise, the city manager shall submit a recommendation to the city commission for approval or disapproval thereof.** A protest of an award of a contract by the city commission may be filed with the circuit court pursuant to the Florida Rules of Appellate Procedure.
- (h) *Stay of procurement during protests.* Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city manager or the city commission as provided in subsection (f) above, unless the city manager, after consultation with the head of the user department, the chief procurement officer, and the city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare and protect substantial interests of the city.
- (i) *Costs.* All costs accruing from a protest shall be assumed by the protestor.
- (j) *Filing fee.* The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the 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 less any costs assessed under subsection (i) above.

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

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

SIGNED:  Jorge Gonzalez TITLE: President

COMPANY: ABC Construction, Inc DATE: OCT 12, 2012

**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 Forge Gonzalez - President
(print individual's name and title)
for Abe Construction, Inc
(print name of entity submitting sworn statement)
whose business address is: 7015 NW 7th STREET
Miami, FL 33126
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0234734
(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]
(Signature)

Sworn to and subscribed before me this 12 day of October 2012.

Personally known _____

or produced identification: _____

[Type of Identification]

Notary Public, State of Florida
My Commission Expires Dec 05, 2012
Laura Gonzalez
[Printed, typed or stamped commissioned name of Notary Public]
NOTARY PUBLIC STATE OF FLORIDA
Laura A. Gonzalez
Commission # 20001
Expires: DEC. 05, 2012
BONDED THROUGH ATLANTIC BONDING CO., INC.

CERTIFIED RESOLUTION

I, Jorge Gonzalez, duly elected Secretary of ABC 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 Jorge Gonzalez (insert name), the duly elected President (insert title of officer) of ABC 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>Jorge Gonzalez</u>	<u>President</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of said corporation this _____ day of _____, 20_____

(SEAL)

By: [Signature], Secretary

ABC 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: [Signature]
(Signature)

Jorge Gonzalez
(Print Name)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

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

N/A.

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

Offeror's Certification

WHEN OFFERER IS A PARTNERSHIP

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

Print Name of Partnership

By: _____
Signature of General or Managing Partner

N/A

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 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

Offeror's Certification

WHEN OFFERER IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 12 day of October, 2012.

ABC Construction, Inc
Print Name of Corporation
Florida
Print State of Incorporation

(CORPORATE SEAL)

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

Jorge Gonzalez
Print Name of President/other Authorized Officer

4515 NW 7th Street
Address of Corporation

Miami, FL 33126
City/State/Zip

305-663-0322
Business Telephone Number

ATTEST:

By: [Signature]
Secretary

On this 12 day of October, 2012, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledge by

Jorge Gonzalez - President
(Name of Corporate Officer(s) and Title(s))

of ABC 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

Laura Gonzalez
(Name of Notary Public: Print, Stamp or Type as Commissioned)
NOTARY PUBLIC STATE OF FLORIDA
Laura A. Gonzalez
Commission #DD842247
Expires: DEC. 05, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Personally known to me, or Produced identification: [checkmark]

(Type of Identification Produced)

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

Offeror's Certification

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

IN WITNESS WHEREOF, the Offeror hereto 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

N/A

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

County of Dade) ss.

JORGE GONZALEZ being first duly sworn, deposes and says that:

(1) Affiant is the President (Owner, Partner, Officer, Representative or Agent) of ABE 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.

DRUG-FREE WORK PLACE FORM

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

Aldo Construction, Inc

(Name of Business)

does:

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.

[Signature]

Proposer's Signature

Oct 12, 2012

Date

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

[Signature]

Signature

State of Florida

County of Florida

On this the 12 day of October, 2012, before me, the undersigned Notary Public of the State of Florida, personally appeared Jorge Gonzalez and whose name(s) is/are subscribes to the within instrument, and acknowledge it's execution.

NOTARY PUBLIC
SEAL OF OFFICE:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA, 2012
Laura Gonzalez

(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

REGISTRATION #: _____

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

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

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.

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. ISSUE FEE: NO CHARGE, PROVIDING YOU HAVE A CURRENT ANNUAL LOBBYIST REGISTRATION DOCUMENT ON FILE.

Print Your Name: Jorge Gonzalez
LOBBYIST
Print Your Business Name: ABC Construction, Inc.
Business Telephone Number: 305-663-0322
Business Address: 7215 NW 7th St Miami, FL 33126
ADDRESS CITY, STATE ZIP CODE

Corporation, Partnership, or Trust Represented:
Principal Name: Jorge Gonzalez
Principal Address: 7215 NW 7th St Miami, FL 33126
Telephone Number: 305-663-0322

ISSUE: Describe in detail, including address, if applicable, of the specific issue on which you will lobby: (Separate Application is required for each specific issue)
N/A

I Jorge Gonzales hereby swear or affirm under penalty of per-
Print Name of Lobbyist
jury 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 the City of Coral
Gables Ordinance No. 2006-11, governing Lobbying.

[Signature]
Signature of Lobbyist

Oct 12, 2012
Date

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME personally appeared Jorge Gonzales 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 he/she executed said in-
strument for the purposes therein expressed.

WITNESS my Hand and Official Seal this 10/12/2012.

Personally Known
 Produced ID

[Signature]
Notary Public
State of Florida
Laura Gonzales
NOTARY PUBLIC STATE OF FLORIDA
Laura A. Gonzalez
Commission # 00842247
Expires: DEC. 05, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

For Office Use Only	
Data Entry Date: _____, 20____.	Entered By: _____

Annual Fees Waived for Not-for-Profit Organization. Please attach documentary proof.



**CITY OF CORAL GABLES
LOBBYIST ANNUAL REGISTRATION APPLICATION
FOR EACH PRINCIPAL REPRESENTED**

REGISTRATION #: _____

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

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, City Clerk, Assistant City Manager, Special Assistant to City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Fire Major or Chief, Building and Zoning Inspectors Board, Committee Members, or any other City Official or staff.

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

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST:

Print Your Name Jorge Gonzales LOBBYIST
 Print Your Business Name, if applicable ABE Construction, Inc
 Business Telephone Number 305-663-0322
 Business Address 215 NW 7th STREET Miami, FL 33126
ADDRESS CITY, STATE ZIP CODE
 Federal ID#: 65-0234721

State the extent of any business or professional relationship you have with any current member of the City Commission.
None

PRINCIPAL REPRESENTED:

NAME Jorge Gonzales COMPANY NAME, IF APPLICABLE ABE Construction, Inc
 BUSINESS ADDRESS 215 NW 7th STREET TELEPHONE NO.: 305-663-0322
Miami, FL 33126

ANNUAL REPORT: On October 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 even if there were no expenditures.

LOBBYIST ISSUE APPLICATION: Prior to lobbying for a specific issue, you are required to fill out a Lobbyist Issue Application form with the Office of the City Clerk; stating under oath, your name, business address, the name of each principal who employed you to lobby, and the specific issue on 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.

ANNUAL 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 payment of a \$150.00 Lobbyist Registration Fee is required.

I Jorge Gonzalez hereby swear or affirm under penalty of perjury that I have read the provisions of the City of Coral Gables Ordinance 2006-11, governing Lobbying and that all of the facts contained in this Registration Application are true and that I agree to pay the \$150.00 Annual Lobbyist Registration Fee.

[Signature]
Signature of Lobbyist

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME personally appeared Jorge Gonzalez 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 he/she executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this 10/12/2012.

Personally Known
 Produced ID

Laura Gonzalez
Notary Public
State of Florida
[Notary Seal: STATE OF FLORIDA, Notary Public, Laura Gonzalez, License # 170812247, EXPIRES DEC. 05, 2012, BONDED TRISTAR ATLANTIC BONDING CO., INC.]

\$150.00 Fee Paid _____ Received By _____ Date: _____

Fee Waived for Not-for-Profit Organizations (documentary proof attached.) _____

For Office Use Only

Data Entry Date: _____, 20____ Entered By: _____

BID BOND

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this 12th day of October, A.D., 2012, 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

ABC Construction, Inc. Name of Firm

Signature of Authorized Officer (SEAL)

President Title

7215 N.W. 7th Street Business Address

Miami, FL 33126 City, State

WITNESS:

(1) _____

(2) _____

SURETY:

The Guarantee Company of North America USA Corporate Surety

Attorney-In-Fact Charles D. Nielson (SEAL)

One Towne Square, Suite 1470 Business Address

Southfield, MI 48076 City, State

Nielson, Hoover & Associates Name of Local Agency



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Charles J. Nielson, Charles D. Nielson, Joseph P. Nielson, David R. Hoover
Nielson and Company, Inc. ~ Miami Lakes*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 10th day of November, 2009.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 10th day of November, 2009 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 12th day of October, 2012.



Randall Musselman, Secretary



Invitation for Bid

IFB 2012.09.19

*Ponce de Leon Blvd/Alhambra Circle Landscaping
and Miscellaneous Improvements*

ADDENDUM No. 1

Issued Date: October 4, 2012

Section 4 - Indemnification, Hold Harmless & Insurance Requirements

There have been some revisions to Section 4 - Indemnification, Hold Harmless & Insurance Requirements please note the changes on the attached.

This Addendum shall be acknowledged in Section 5.0 on the Addendum form. All other terms and conditions of this IFB shall remain in full force and effect.

Sincerely,

Michael P. Pounds
Chief Procurement Officer

SECTION 4

Invitation for Bid (IFB) No 2012.09.19

4.0: INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS

4.1 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

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

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

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

4.2 INSURANCE REQUIREMENTS

4.2.1 GENERAL CONDITIONS

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

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

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

4.2.2 INSURER REQUIREMENTS

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

4.2.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

- 4.2.3.1 Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.
- 4.2.3.2 Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:
- 4.2.3.2.1 Workers' Compensation - Coverage A**
Statutory Limits (State of Florida or Federal Act)
 - 4.2.3.2.2 Employers' Liability - Coverage B**
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit
- 4.2.3.3 Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:
- 4.2.3.3.1 Each Occurrence Limit - \$1,000,000**
 - 4.2.3.3.2 Fire Damage Limit (Damage to rented premises) - \$100,000**
 - 4.2.3.3.3 Personal & Advertising Injury Limit - \$1,000,000**
 - 4.2.3.3.4 General Aggregate Limit - \$2,000,000**
 - 4.2.3.3.5 Products & Completed Operations Aggregate Limit - \$2,000,000**
- 4.2.3.4 Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:
- 4.2.3.4.1 Combined Single Limit (Each Accident) - \$1,000,000**
 - 4.2.3.4.2 Any Auto (Symbol 1)**
 - 4.2.3.4.3 Hired Autos (Symbol 8)**
 - 4.2.3.4.4 Non-Owned Autos (Symbol 9)**
- 4.2.3.5 Property Insurance** is required only when the contractor is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including transit) covered by the broadest Property Coverage Form commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the

property being insured. If the contract is related to construction, a Builders Risk policy and/or an Installation Floater may be required to meet the above requirements.

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

4.2.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

4.2.4.2 Commercial General Liability

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

4.2.4.3 Commercial Auto Liability

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

4.2.4.4 Property Insurance

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

4.2.5 REQUIRED ENDORSEMENTS

4.2.5.1 The following endorsements with City approved language

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

4.2.5.1.2 Waiver of Subrogation

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

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

CITY OF CORAL GABLES
~~RISK MANAGEMENT DIVISION, INSURANCE COMPLIANCE~~
~~2801 SALZEDO STREET, SECOND FLOOR, P.O. BOX 12010-CE~~
~~CORAL GABLES, FL 33134 HEMET, CA 92546-8010~~

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

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

4.2.6 HOW TO EVIDENCE COVERAGE TO THE CITY

4.2.6.1 The following documents must be provided to the City;

4.2.6.1.1 A Certificate of Insurance containing the following information:

4.2.6.1.1.1 Issued to entity contracting with the City

4.2.6.1.1.2 Evidencing the appropriate Coverage

- 4.2.6.1.1.3 Evidencing the required Limits of Liability required
- 4.2.6.1.1.4 Evidencing that coverage is currently in force
- 4.2.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

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

- 4.2.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf
- 4.2.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.
- 4.2.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

4.2.7 WAIVER OF INSURANCE REQUIREMENTS

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

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

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to msparber@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables – Insurance Compliance at (951) 652-2883.

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
 Insurance Compliance
 PO Box 12010 –CE
 Hemet, CA 92546-8010



Invitation for Bid

IFB 2012.09.19

***Ponce de Leon Blvd/Alhambra Circle Landscaping
and Miscellaneous Improvements***

ADDENDUM No. 2

Issued Date: October 8, 2012

The following is in response to questions and requests for clarification received by potential bidders regarding the subject IFB:

Q1) Plant List-Grand Total on Sheet LA-3 states: 2103 annuals, actual call outs total 2810, individual median lists total 2310. Which is correct?

A1) 2810 is the correct amount, the total call out number.

Q2) Individual median lists identify FIGI as Ficus Green Island, Grand Total Plant list identifies FIGI as Bahama Wild Coffee. Which is correct?

A2) FIGI is Ficus microcarpa "Green Island" aka Green Island Ficus.

Q3) FIGI plant list grand total is 1105, call outs total 1070. Which is correct?

A3) 1070 is the correct amount, the total call out number.

This Addendum shall be acknowledged in Section 5.0 on the Addendum form. All other terms and conditions of this IFB shall remain in full force and effect.

Sincerely,

**Michael P. Pounds
Chief Procurement Officer**



Invitation for Bid

IFB 2012.09.19

*Ponce de Leon Blvd/Alhambra Circle Landscaping
and Miscellaneous Improvements*

ADDENDUM No. 3

Issued Date: October 11, 2012

Bid Submittal Extension

The bid submittal/bid opening for this project has been extended to:

Tuesday, October 16, 2012 no later than 2:00 p.m.

No further questions or requests for clarification will be accepted pursuant to this IFB after 9:00 a.m. on October 11, 2012.

This Addendum shall be acknowledged in Section 5.0 on the Addendum form. All other terms and conditions of this IFB shall remain in full force and effect.

Sincerely,

**Michael P. Pounds
Chief Procurement Officer**



Invitation for Bid

IFB 2012.09.19

*Ponce de Leon Blvd/Alhambra Circle Landscaping
and Miscellaneous Improvements*

ADDENDUM No. 4

Issued Date: October 12, 2012

The following is in response to questions and requests for clarification received by potential bidders regarding the subject IFB:

Q1) Irrigation Taps are specified but the actual connection was never accounted for. A typical tap requires access to the existing water main. Also, a jack and bore will also require an entrance pit and exit pit. What are the limits of restoration for the irrigation taps?

A1) Jack and Bore shall be revised to directional boring. Restoration is as required to perform the tap.

Q2) MDWASD does not allow contractors to tap their water mains. What is the cost to tap these mains by MDWASD?

A2) Any MDWASD charges for tapping their mains and any restoration costs shall be included in the "1" Tap for irrigation service". Any required milling and paving will be paid based on the unit prices provided in the bid.

Q3) Will the full lane of asphalt need to be repaired?

A3) See above.

Q4) Will off-duty Police be required throughout the entire project? Should we account 1 officer for every contract date? What is the rate?

A4) Obtaining and providing the services of uniformed police officers will be as needed or as directed by the Engineer and City of Coral Gables, Public Works Department. Funding will be deducted from the Contingency Allowance Item.

Q5) Will this work have to be performed at night?

A5) It is expected that work can be performed during the day. Lane closures will be limited to non-peak hours.

Q6) Can you provide more details on relocating the monument sign?

A6) The monument sign sits on top of the existing pump structure that will be demolished. Contractor shall remove sign prior to demolishing structure and relocate it to the new location shown on plans. (see attached photo).

Q7) Can you provide more detail on the removal of existing pump and structure?

A7) Refer to Sheet HA-1. Contractor is responsible to remove all existing equipment, structures and flagpole that will interfere with the construction of the proposed plaza. (see attached photo).

Q8) The plans call for a base bid of jack and bore with 2 other alternates. This seems like it will be very difficult considering all the utility boxes that are on the sidewalk that provide service to all the tenants in those buildings. Also, we will not be able to bore the perpendicular lines that are tying into the islands. How will this be calculated in the base bid? We would like to know if it is possible to provide a base price for the saw cutting and patching as this is the ideal way to go about. Please advise if this is possible.

A8) Jack and Bore shall be revised to "Directional Bore". Directional bore is part of the base bid. Unit Cost 1 establishes the price for cutting and patching.

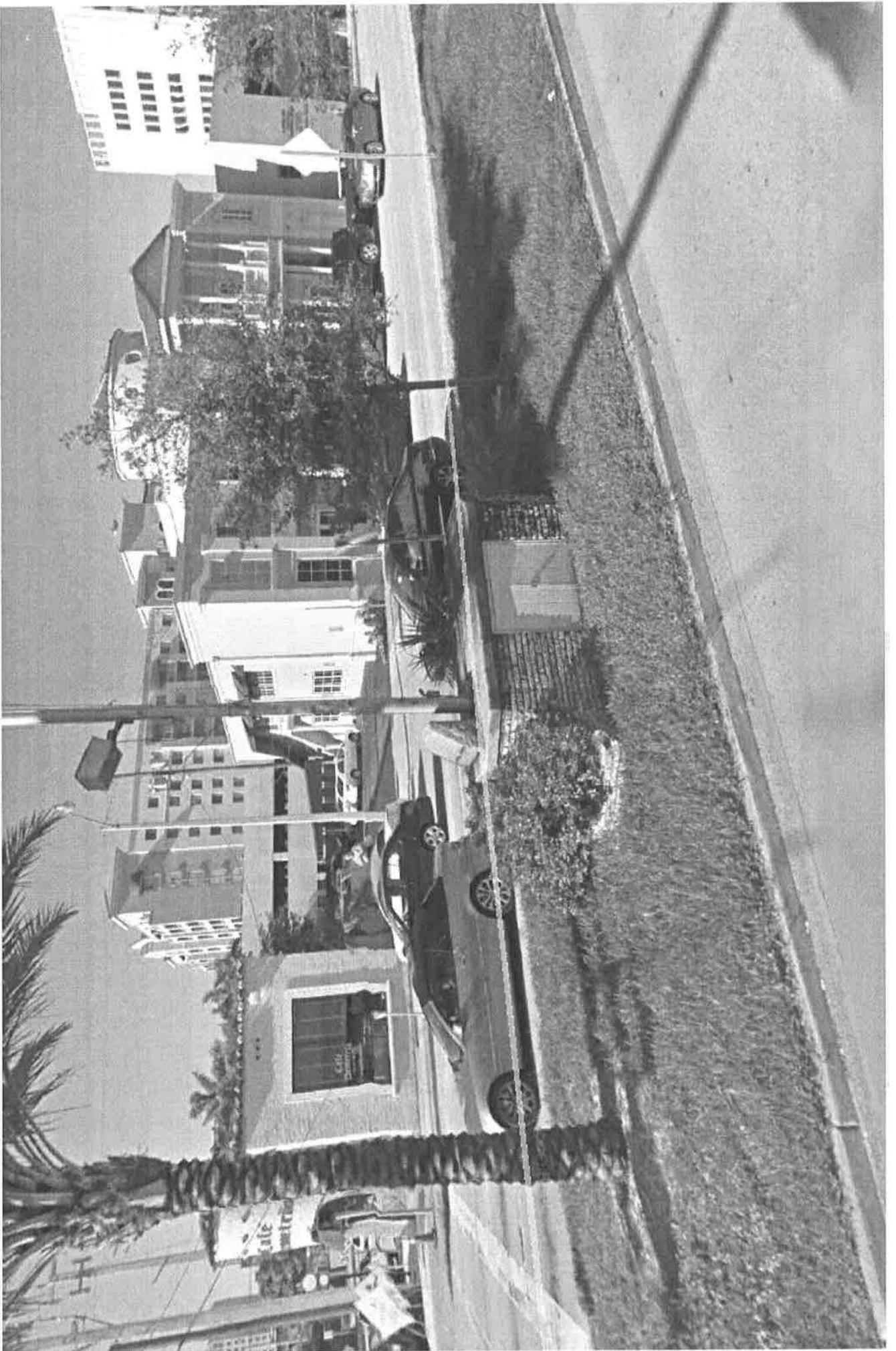
Q9) I also did not see any alternates on the bid form for the 3 unit prices you are requesting. Can you provide us with an updated bid form?

A9) The 3 unit prices are the alternates.

This Addendum shall be acknowledged in Section 5.0 on the Addendum form. All other terms and conditions of this IFB shall remain in full force and effect.

Sincerely,

Michael P. Pounds
Chief Procurement Officer





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
 1940 NORTH MONROE STREET
 TALLAHASSEE FL 32399-0783

(850) 487-1395

GONZALEZ, JORGE
ABC CONSTRUCTION INC
 7215 NW 7TH STREET
 MIAMI FL 33126-2937

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!



STATE OF FLORIDA AC# 615261
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGCA60037 06/05/12 118198706

CERTIFIED GENERAL CONTRACTOR
GONZALEZ, JORGE
ABC CONSTRUCTION INC

IS CERTIFIED under the provisions of Ch.489 FS
 Expiration date: AUG 31, 2014 L12060501035

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND - MICROPRINTING - LINEMARK - PATENTED PAPER

AC# 6152617

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12060501035

DATE	BATCH NUMBER	LICENSE NBR
06/05/2012	118198706	CGCA60037

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

GONZALEZ, JORGE
ABC CONSTRUCTION INC
 7215 NW 7TH STREET
 MIAMI FL 33126-2937

RICK SCOTT
 GOVERNOR

KEN LAWSON
 SECRETARY

DISPLAY AS REQUIRED



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

**GONZALEZ, JORGE
ABC CONSTRUCTION INC
7215 NW 7TH STREET
MIAMI**

FL 33126-2937

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!



STATE OF FLORIDA AC# 6152542
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CFC1427728 06/05/12 118198706

**CERTIFIED PLUMBING CONTRACTOR
GONZALEZ, JORGE
ABC CONSTRUCTION INC**

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12060500960

DETACH HERE

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

AC# 6152542

STATE OF FLORIDA

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

SEQ# L12060500960

DATE	BATCH NUMBER	LICENSE NBR
06/05/2012	118198706	CFC1427728

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

**GONZALEZ, JORGE
ABC CONSTRUCTION INC
7215 NW 7TH STREET
MIAMI**

FL 33126-2937

**RICK SCOTT
GOVERNOR**

**KEN LAWSON
SECRETARY**



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

HOME INSPECTORS LICENSING PROGRAM
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

GONZALEZ, JORGE
7215 NW 7TH STREET
MIAMI

FL 33126-2937

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!



STATE OF FLORIDA AC# 6152354
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

HI5307

06/05/12 118198706

HOME INSPECTOR
GONZALEZ, JORGE

IS CERTIFIED under the provisions of Ch.468 FS
Expiration date: JUL 31, 2014 L12060500772

DETACH HERE

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

AC# 6152354

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
HOME INSPECTORS LICENSING PROGRAM

SEQ# L12060500772

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 06/05/2012, 118198706, HI5307

The HOME INSPECTOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: JUL 31, 2014

GONZALEZ, JORGE
7215 NW 7TH STREET
MIAMI

FL 33126-2937

RICK SCOTT
GOVERNOR

KEN LAWSON

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

2012 LOCAL BUSINESS TAX RECEIPT 2013
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2013
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

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

275127 - 0
BUSINESS NAME / LOCATION
ABC CONSTRUCTION INC
7215 NW 7 ST
33126 UNIN DADE COUNTY

THIS IS NOT A BILL - DO NOT PAY

RENEWAL
RECEIPT NO. 288215-8
STATE# CGCA60037

OWNER
ABC CONSTRUCTION INC
Sec. Type of Business
196 GENERAL BUILDING CONTRACTOR
WORKER/S
1

THIS IS NOT A LOCAL BUSINESS TAX RECEIPT. THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR COUNTY LAWS OF THE CITY, OR LICENSE HOLDER FROM ANY OTHER PERMIT OR LICENSE REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.

DO NOT FORWARD

ABC CONSTRUCTION INC
JORGE GONZALEZ
7215 NW 7 ST
MIAMI FL 33126

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX COLLECTOR

08/20/2012
09010227001
000075.00

SEE OTHER SIDE



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

2012

LOCAL BUSINESS TAX RECEIPT

MIAMI-DADE COUNTY - STATE OF FLORIDA

2013

EXPIRES SEPT. 30, 2013

MUST BE DISPLAYED AT PLACE OF BUSINESS

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

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

THIS IS NOT A BILL - DO NOT PAY

670698-1

BUSINESS NAME / LOCATION

ABC CONSTRUCTION INC

7215 NW 7 ST

33126 UNIN DADE COUNTY

RENEWAL

RECEIPT NO.

698020-6

STATE# CFC1427728

OWNER

ABC CONSTRUCTION INC

Sec. Type of Business

106 PLUMBING CONTRACTOR

WORKER/S

6

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

DO NOT FORWARD

ABC CONSTRUCTION INC
JORGE GONZALEZ PRES
7215 NW 7 ST
MIAMI FL 33126

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR

08/20/2012

09010226001

000075.00

SEE OTHER SIDE



ABC CONSTRUCTION, INC.
P.O. BOX 558087
MIAMI FL 33255

CITY OF PEMBROKE PINES
10100 PINES BOULEVARD, PEMBROKE PINES, FL 33026

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20070602/01
RECEIPT-NO: 122551

RECEIPT-YEAR: OCTOBER 1, 2012 thru SEPTEMBER 30, 2013

BUS-NAME : ABC CONSTRUCTION, INC.
BUS-ADDR : 235-A N UNIVERSITY DRIVE
PEMBROKE PINES FL 33024

NOTICE

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.



RECEIPT-TYPE: REGULAR LICENSE

BUS-DESCR : GENERAL CONTRACTOR

BUSINESS-CLASSIFICATION

	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
CGC CONTRACTOR - GENERAL	0	10/01/2012		P/Pines
SIGN EXTERNAL BUSINESS SIGN	1	10/01/2012		P/Pines

CITY OF PEMBROKE PINES
2012-2013
SIGN PERMIT

0957



miamidade.gov

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

November 14, 2011

Mr. Jorge Gonzalez
ABC CONSTRUCTION, INC.
7280 NW 8th St
Miami, FL 33126

CERT. NO: 37
Approval Date: 11/30/2011 - CSBE Level 2
Expiration Date: 11/30/2014

ANNUAL ANNIVERSARY: 11/30/2012

Dear Mr. Gonzalez:

Small Business Development (SBD), a division of Sustainability, Planning and Economic Enhancement Department (SPEED) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Community Small Business Enterprise (CSBE) in accordance with section 10-33-02 of the Code of Miami Dade County.

This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County SPEED website <http://www.miamidade.gov/sba>.

Thank you for doing business with Miami Dade County.

Sincerely,

Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Sustainability, Planning and Economic Enhancement Department

- CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
- NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS) (CSBE)
 - NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS) (CSBE)
 - NEW HOUSING OPERATIVE BUILDERS (CSBE)
 - RESIDENTIAL REMODELERS (CSBE)
 - INDUSTRIAL BUILDING CONSTRUCTION (CSBE)
 - COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION (CSBE)

Delivering Excellence Every Day

Mr. Gonzalez
ABC CONSTRUCTION, INC.
November 14, 2011
Cert No: 37

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION (CSBE)
POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS (CSBE)
STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS (CSBE)
PLUMBING, HEATING, AND AIR-CONDITIONING CONTRACTORS (CSBE)
SITE PREPARATION CONTRACTORS (CSBE)

c: Jeanise Cummings-Labossiere, Certification Specialist
Veronica Clark, SPEED, SBD



miamidade.gov

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

November 9, 2011

Mr. Jorge Gonzalez
ABC CONSTRUCTION, INC.
7280 NW 8th St
Miami, FL 33126

CERT. NO: 2575

Approval Date: 11/30/2011 - DBE

ANNUAL ANNIVERSARY: 11/30/2012

Dear Mr. Gonzalez:

Small Business Development (SBD), a division of Sustainability, Planning and Economic Enhancement Department (SPEED) has completed the review of your application and the attachments submitted for certification. Your firm is officially certified as a Disadvantaged Business Enterprise (DBE) in accordance with the State of Florida Unified Certification Program (UCP) approved by the U.S. Department of Transportation (FDOT) in the categories listed below. This certification affords your company the opportunity to participate in contracts throughout the State of Florida with DBE measures.

Your DBE certification requires you to complete a Continuing Eligibility affidavit annually. To ensure timely processing the Continuing Eligibility affidavit is accessible at http://www.miamidade.gov/sba/library/continuing_eligibility_package.pdf. A hard copy is available upon request and may be sent to you via mail or facsimile. Failure to complete and submit the required affidavit with the required supporting documents on or before your anniversary date may result in the removal of your company from the Florida DBE Unified Certification Program.

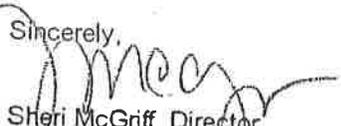
If any changes occur within your company during the certified period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department within 30 days in writing. It is of critical importance that the current information regarding your company be maintained. All inquiries or changes related to this certification should be directed to Jeanise Cummings-Labossiere in the Certification Unit.

Should you have questions regarding your firm's certification, Ms. Cummings-Labossiere will be pleased to assist you.

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

Thank you for doing business with Miami Dade County.

Sincerely,


Sherri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Sustainability, Planning and Economic Enhancement Department

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS) (DBE)
NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS) (DBE)
NEW HOUSING OPERATIVE BUILDERS (DBE)

Delivering Excellence Every Day

Mr. Gonzalez
ABC CONSTRUCTION, INC.
November 9, 2011
Cert No: 2575

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

RESIDENTIAL REMODELERS (DBE)
INDUSTRIAL BUILDING CONSTRUCTION (DBE)
COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION (DBE)
WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION (DBE)
POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS (DBE)
STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS (DBE)
PLUMBING, HEATING, AND AIR-CONDITIONING CONTRACTORS (DBE)
SITE PREPARATION CONTRACTORS (DBE)

c: Jeanise Cummings-Labossiere, Certification Specialist
Veronica Clark, SPEED, SBD



miamidade.gov

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

November 14, 2011

CERT. NO: 10925

Approval Date: 11/14/2011 - SBE

Expiration Date: 11/30/2014

Mr. Jorge Gonzalez
ABC CONSTRUCTION, INC.
7280 NW 8th St
Miami, FL 33126

ANNUAL ANNIVERSARY: 11/14/2012

Dear Mr. Gonzalez:

Small Business Development (SBD), a division of Sustainability, Planning and Economic Enhancement Department (SPEED) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Small Business Enterprise (SBE) in accordance with section 2-8.1.1.1.1 of the Code of Miami Dade County.

This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County SPEED website <http://www.miamidade.gov/sba>.

Thank you for doing business with Miami Dade County.

Sincerely,

Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Sustainability, Planning and Economic Enhancement Department

- CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
- INSPECTION SERVICES, CONSTRUCTION TYPE (SBE)
 - COST ESTIMATING (SBE)
 - CONSTRUCTION CONSULTING (SBE)
 - ROOFING, GUTTERS, AND DOWNSPOUTS MAINTENANCE AND REPAIR (SBE)
 - BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES (SBE)

Delivering Excellence Every Day

Mr. Gonzalez
ABC CONSTRUCTION, INC.
November 14, 2011
Cert No: 10925

c: Jeanise Cummings-Labossiere, Certification Specialist
Veronica Clark, SPEED, SBD

ABC Construction, Inc.
 7215 NW 7th Street
 Miami, FL 33126
 305-663-0322
 305-267-2403

7/25/2012

ABC Construction, Inc. is a Bonded and Insured company and is able to bond any job if required.

PENDING PROJECTS

PROJECT NAME	STATUS	PROJECTED START DATE	CONTRACT AMOUNT	PROJECTED TO FINISH
Crandon Park Marina Entrance, Parking, & Dock Gates	PENDING TO START	Jun-12	\$ 2,864,999.00	
MIA-J Mech Rm Mezzanine Safety Railings	PENDING TO START	Jul-12	\$ 6,500.00	

PROJECTS STARTED AND STILL IN PROGRESS

PROJECT NAME	STATUS	BALANCE TO FINISH	CONTRACT AMOUNT	Architect OWNER	COMPLITION DATE
LAN Cargo Bldg 710 Phase II Cooler Expansion MIA	WORK IN PROGRESS	100.00%	\$ 1,600,000.00	LAN Cargo S.A	Jan-13
Shenandoah Branch Library Site Enhancements-Landscape	WORK IN PROGRESS	100.00%	\$ 46,200.00	Miami Dade County-Internal Service	Aug-12
Auditorium Sealing Repair & Refurbishing	WORK IN PROGRESS	100.00%	\$ 135,644.82	The School Board of Broward County	Sep-12
MIA BLDG 861 HANGAR 7 & BLDG 862 HANGAR 6 UPGRADE	WORK IN PROGRESS	76.42%	\$ 371,385.25	Mike Gomez Construction	Aug-12
G.T LOHMEYER WWTP BUILDING PARAPET REPAIR	WORK IN PROGRESS	97.40%	\$ 590,025.00	City of Fort Lauderdale	Jul-12
MIA BACK TERMINAL D-H LSNP LIFE SAFETY PHASE 1	WORK IN PROGRESS	88.43%	\$ 2,477,097.50	Miami Dade Aviation Dept/Mr. Rodriguez	Oct-13
COOPER CITY LIFT STATION No. # 1 REHABILITATION	WORK IN PROGRESS	8.86%	\$ 226,490.25	The City of Cooper City	Mar-12
MGC-MIA - CONCOURSE F STAINLESS STEEL COLUMNS	WORK IN PROGRESS	99.90%	\$ 20,000.00	Mike Gomez Construction	Jun-12
METROMOVERS ESCALATOR COVERS & REPLACEMENT	WORK IN PROGRESS	59.69%	\$ 5,958,223.70	Miami Dade County Transit	Dec-12
PAINTING & STUCCO REPAIRS CHAPEL TRAIL ELEMENTARY	WORK IN PROGRESS	6.29%	\$ 503,109.00	The School Board of Broward County	Apr-12
GAS PIPE BETWEEN LANDFILL & COGEN BLDG @SDWWTP	WORK IN PROGRESS	40.15%	\$ 2,416,806.57	Miami Dade Water & Sewer/Joaquin Roa	Apr-12
ENGINE #5 WITH THE EAST PUMP ROOM	WORK IN PROGRESS	41.5%	\$ 1,168,481.75	Miami Dade Water & Sewer/Joaquin Roa	Mar-12

PROJECTS COMPLETED

PROJECT NAME	CONTRACT PRICE	TYPE OF CONST	LOCATION OF WORK	Name of Owner	YEAR
SEWAGE PUMP STATION # 0522 CONTROL ROOM & ADDITION	\$ 1,310,385.00	Renovations	Miami	Miami Dade Water & Sewer/Gary Clarke	2012
MIA Front Terminal D-H Fire Sprinkler Safety Upgrade	\$ 3,212,980.00	Renovations	Miami	Miami Dade Aviation Dept/Mr. Rodriguez	2012
MGC-MIA UPPER & LOWER DRIVE ACCESS IMPROVEMENT (B)	\$ 93,678.00	Renovations	Miami	Mike Gomez Construction	2012
MGC-MIA (C) 704 MISC REPAIRS BATHROOM DEMO	\$ 68,626.00	Renovations	Miami	Mike Gomez Construction	2012
MIA (I) 704 MISC REPAIRS FIRE SPRINKLERS	\$ 40,350.00	Renovations	Miami	Mike Gomez Construction	2012
MIA-FIRE SUPPRESSION SYSTEMS FOR APM EQUIP ROOMS	\$ 29,000.00	Renovations	Miami	National Fire Protection, LLC	2012
NEW MARLINS BALLPARK-NAF	\$ 108,876.00	New Const	Miami	National Fire Protection, LLC	2012
Marlins - Schindler Elevator	\$ 41,860.00	New Const	Miami	Schindler Elevator	2012
ALHAMBRA WATER TOWER RESTORATION	\$ 270,798.00	Renovations	Coral Gables	City of Coral Gables	2012

ABC Construction, Inc. is a Bonded and Insured company and is able to bond any job if required.

PROJECTS COMPLETED

B O N D	PROJECT NAME	CONTRACT PRICE	TYPE OF CONST	LOCATION OF WORK	Name of Owner	YEAR
N	INDIAN CREEK VILLAGE ENTRANCE IMPROVEMENTS	\$ 464,040.00	Renovations	Miami	City of Indian Creek Village	2011
Y	SHENANDOAH BRANCH LIBRARY	\$ 1,068,183.00	Renovations	Miami	Miami Dade GSA / Alberto Perdigon	2010
Y	MWDC DISHWASHER'S REPLACEMENT	\$ 257,000.00	Renovations	Miami	MDC Dept of Corrections/Eugenio Raposo	2010
N	MIA SOUTH TERMINAL PARK 6 BRIDGE DOORS	\$ 55,000.00	Renovations	Miami	Mike Gomez Construction/ Johnny Peterson	2010
N	MIA-Emergency Repair of Spalled Column Dolphin Garage # 3	\$ 28,315.50	Renovations	Miami	Mike Gomez Construction/ Juan Contreras	2010
Y	Security Enhancement Project @ Opa-Locka	\$ 1,056,134.44	New Const	Miami	Miami Dade Aviation Dept/ Darrel Palmer	2010
Y	Operation Center Water Storage & Pumping Station	\$ 2,548,294.12	Renovations	N.Miami Bch	City N Miami Beach/Corzo Castella	2009
Y	StormWater Pump Station # 6 Rehabilitation	\$ 871,829.13	New Const	Hollywood	City Hollywood/Hugo Davalos	2009
N	Pumping WASA #307	\$ 34,556.00	New Const	Miami	Miami Dade Water & Sewer/ Statewide	2009
Y	Suniland Park Dugouts and Backstops	\$ 102,590.81	New Const	Miami	Village of Pinecrest / Peter G Lombardi	2009
N	Cable Guard Removal/Install new Pipe Rail	\$ 47,525.55	New Const	Miami	Miami Dade County / GSA/Spencer Errickson	2009
N	Village of Key Biscayne, Florida Community	\$ 163,038.42	Renovations	Miami	Village of Key Biscayne	2009
N	MIA-Building 716-I Office Renov	\$ 14,560.00	Renovations	Miami	Mike Gomez Construction	2009
N	MIA-Fuel Facility Canopy	\$ 420,869.06	Renovations	Miami	Mike Gomez Construction	2009
N	MIA - Building 701	\$ 17,000.00	Renovations	Miami	Mike Gomez Construction	2008
Y	Ives Estate	\$ 4,230,357.50	New Const	Miami	Miami Dade Parks Joel Arango	2008
Y	New Prototype Branch Library @ International Mall	\$ 3,107,772.20	New Const	Miami	Miami Dade GSA / Alicia Arguelles	2008
Y	Haulover Park - Four New Bathrooms	\$ 2,104,085.84	New Const	Miami	Miami Dade Parks Joel Arango	2008
Y	South Terminal	\$ 428,732.20	New Const	Miami	Perez & Perez-MIA	2008
Y	Trolley Depot Facility Phase # 1 City of Coral Gables	\$ 259,631.00	Renovations	Miami	City of Coral Gables / LIVS	2007
Y	Serena Lakes Shopping Center	\$ 2,900,000.00	New Const	Miami	JRC Enterprises, Inc.	2006
Y	New Maintenance Shed and Support Facilities	\$ 841,000.54	New Const	Miami	Miami Dade Public Works / Luis Blado	2006
Y	Metro Zoo / Giraffe Feeding Station	\$ 401,650.09	New Const	Metro Zoo	Miami Dade Parks Jay Forni	2006
N	Black Point Marina	\$ 92,000.00	renovations	Bl Point Marina	Solares Electric	2006
Y	MIA Building 708 Exterior Repairs & Paint	\$ 697,416.95	renovations	Miami Int'l Airport	Miami Dada Aviation Dept	2006
N	Fire Station # 04 (New Building)	\$ 346,322.84	New Const	Miami Beach	Carivon Construction. City of Miami Bch	2005
Y	MIA 776N-2 AA CABIN SERVICES RELOCATION	\$ 416,926.13	renovations	Miami Int'l Airport	Turner-Austin - American Airlines	2005
Y	MIA737G C-D	\$ 1,188,135.30	renovations	Miami Int'l Airport	Aventura - MIA	2005
Y	MIA 776I-1 & 2	\$ 211,123.00	renovations	Miami Int'l Airport	Turner-Austin - American Airlines	2005
N	Star Condominiums	\$ 219,518.00	renovations	Bay Harbor Island	Scott Robins	2005

ABC Construction, Inc.
 7215 NW 7th Street
 Miami, Fl. 33126
 305-663-0322
 305-267-2403

7/25/2012

ABC Construction, Inc. is a Bonded and Insured company and is able to bond any job if required.

PROJECTS COMPLETED

B O N D	PROJECT NAME	CONTRACT PRICE	TYPE OF CONST	LOCATION OF WORK	Name of Owner	YEAR
Y	Homestead Air Base Housing For Homeless	\$ 314,293.00	New Const	Homestead	Camillas House / Pinacle Housing Group	2004
Y	Eureka Villa / Bird Lakes	\$ 1,209,408.00	New Const	Miami	Miami Dade Parks Rafael Puente	2004
N	Incinerator Facility / Coral Gables	\$ 139,350.00	Demolition	Miami	City of Coral Gables	2004
Y	Eureka Park Field Lighting Upgrade	\$ 494,000.00	New Const	Miami	Miami Dade Parks Richard Cabrera	2004
Y	776L INS Office Relocation	\$ 62,000.00	renovations	Miami Int'l Airport	Turner-Austin - American Airlines	2004
Y	MIA776A-1 Duty Free	\$ 571,001.87	renovations	Miami Int'l Airport	Turner-Austin - American Airlines	2003
N	Westview Middle School	\$ 94,516.00	renovations	Miami	MCM Construction	2003
N	Dadeland	\$ 15,850.00	renovations	Miami	DPMI	2003
Y	Three Lakes Park	\$ 742,168.41	New Const	Miami	Miami Dade Parks Dave Thomason	2003
Y	S. Miami Heights	\$ 58,000.00	Demolition	Miami	Miami Dade Water & sewer	2002
Y	741E	\$ 914,001.97	Demolition	Miami Int'l Airport	Turner-Austin - American Airlines	2002
Y	Tropical Park	\$ 350,768.00	New Const	Miami	Miami Dade Parks Richard Cabrera	2002
Y	Crandon Park	\$ 154,570.19	renovations	Miami	Miami Dade Parks Dean Gaffney	2002
Y	Solid Waste	\$ 243,000.00	renovations	Miami	Miami Dade Solid waste management	2002
Y	Millers Pond	\$ 352,424.00	renovations	Miami	Miami Dade Parks Lester Gates	2002
Y	Greynolds Park	\$ 4,995.00	Painting	Miami	Miami Dade Parks Dean Gaffney	2002
N	Metro West	\$ 215,000.00	renovations	Miami	GSA Miami Dade County	2001
N	PWAC	\$ 97,000.00	renovations	Miami	Pwac 305-573-6010	2001
N	Homestead	\$ 65,000.00	Site Work	Miami	Crawford 305-596-4460	2001
N	Coral Gables	\$ 600,000.00	New Home	Miami	Jorge Bernal	2000

State of Florida

Department of State

I certify from the records of this office that ABC CONSTRUCTION INC. is a corporation organized under the laws of the State of Florida, filed on October 12, 1990.

The document number of this corporation is S20422.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on February 15, 2012, and its status is active.

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

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the First day of March, 2012

Ken DeFina

Secretary of State



Authentication ID: 800222050928-030112-S20422

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

November 23, 2010

Mr. Jorge Gonzalez
ABC Construction, Inc.
7280 NW 8 Street
Miami, Florida 33024

Dear Mr. Gonzalez:

The Broward County Office of Economic and Small Business Development is pleased to award your company certification as a County Business Enterprise. Your firm is now eligible to participate in the Office of Economic and Small Business Development programs.

Now that your firm is certified, learn the secrets of How to do Business with Broward County by attending our monthly workshop held every third Thursday of the month. For specific time and location, please visit our website at <http://www.broward.org/smallbusiness/welcome>.

In order to participate in Broward County projects, you must obtain a vendor registration number with the Broward County Purchasing Division. To obtain a vendor registration number go to, <http://www.broward.org/purchasing>. To review current Broward County Government bid opportunities visit: <http://www.broward.org/purchasing/currentsolicitations.htm>. Bid opportunities over \$30,000 will be advertised to vendors via e-mail. Please keep both the Purchasing Division and the Office of Economic and Small Business Development apprised of your current e-mail address.

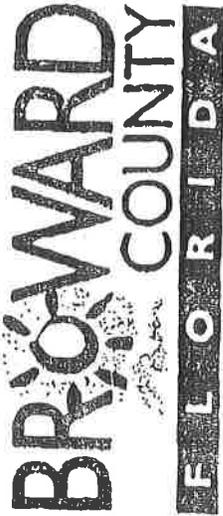
You are certified to participate in the following category(s): **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: <https://www.broward.org/smallbusiness>. Click on "Small Business Directory".

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

Freddy Justino Castillo, Manager
Office of Economic and Small Business Development

Cert Agency: BC-CBE
CERTIFICATION EXPIRATION DATE: 11/23/2013



Office of Economic and
Small Business Development

Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010 • TTY 954-357-5664

This Certificate is Awarded to:
ABC CONSTRUCTION, INC.

As set forth in the Business Opportunity Act of 2004
and/or the County Business Enterprise Act of 2009, the
certification requirements have been met for:

County Business Enterprise

BC - CBE - Certificate Expires: 11/23/2013

Small Business Development Manager

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness

ABC

CONSTRUCTION

72015 NW 7 Street
Miami, Florida 33126
Tel: 305.653.0002
Fax: 305.257.2400

ENGINEERS, ARCHITECTS & OWNERS LIST

NAME	ADDRESS	BUSINESS	TELEPHONE
Rodriguez Quiroga Architects	2100 Ponce De Leon Blvd Coral Gables, Florida 33134	Architects	305-448-7417
Perez & Perez Architects	2121 Douglas Road Miami, Florida 33145	Architects	305-444-4545
The Russeil Partnership, Inc	7428 SW 48 Street Miami, Fl. 33155	Architects	305-663-7301
Sequeira & Gavarrete, PA	811 Ponce De Leon Blvd Coral Gables, Fl. 33134	Architects	305-441-1556
CSA Group	6100 Blue Lagoon Drive Suite 300 Miami, Florida 33126	Architects	305-273-7359
Corzo Castella Carballo Thompson Salman, P.A.	901 Ponce de Leon Blvd Ste 900 Coral Gables, Florida 33134	Architects	305-445-2900
Calvin Giordano & Associates, Inc.	1800 Eller Drive Suite 600 Ft. Lauderdale, Florida 33316	Architects	954-921-7781
Miami Dade Water & Sewer Dept.	3071 SW 38 Ave Miami, Fl 33146-2221	Owner	786-552-8150
Miami Dade County - GSA	3501 N.W. 46 Street Miami, Florida 33142	Owner	305-375-1412
City of Coral Gables	2800 SW 72 Ave Miami, Fl. 33155	Owner	305-460-5053
The School Board of Broward County	1700 Southwest 14th Court Fort Lauderdale, Florida 33312	Owner	754-321-1639
Miami Dade Aviation Department	4200 NW 36 Street Bldg. 5A Miami, Florida	Owner	305-876-7565
The City of Cooper City	11791 Southwest 49th Street Cooper City, Fl. 33330	Owner	954-434-5519
Miami Dade Transit	701 NW 1st Court, 17 Floor Miami, Fl 33136	Owner	786-469-5242
MDC Department of Corrections	3595 NW 72 Ave Miami, Fl 33122	Owner	786-263-6407
Miami Dade Parks & Recreation	275 NW 2nd St, 4th floor Miami, Fl 33128	Owner	305-755-7921

ABC

7215 NW 7 Street
Miami, Florida 33126
Tel: 305.870.0002
Fax: 305.870.7240

BUSINESS REFERENCES

MIAMI DADE COUNTY

PARK & RECREATION

Mr. Joel Arango Ph: 305-755-5453
275 NW 2nd Street
Miami, Fl 33128
E-mail: JArango@miamidade.gov

MCM CORPORATION

Mr. Alexis Leal
Ph: 305-541-6869 Ext.36
6201 SW 70th Street 2nd Floor
Miami, Fl 33143
E-mail: aleal@mcmcorp.com

MIAMI DADE COUNTY

GENERAL SERVICES ADMINISTRATION

Mrs. Alice Arguelles
Ph: 786-263-6406
172 West Flagler Street Suite # 330
Miami, Fl 33130
E-mail: APEREZ@miamidade.gov

MIAMI DADE COUNTY

PARK & RECREATION

Mr. Jay Forni
Ph: 305-596-4460
11395 SW 79th Street
Miami, Fl 33128
E-mail: j26408@miamidade.gov

MIKE GOMEZ CONSTRUCTION

Mr. Anthony Timothy
Ph: 305-876-8444
P.O Box 998932
Miami, Fl 33299
E-mail: atim@mikegconst.com

ABC

7215 NW 7 Street
Miami, Florida 33128
Tel: 305.376.0000
Fax: 305.376.8413

MIAMI DADE AVIATION DEPT.

Roberto Rodriguez, Architect-Project Manager

Facilities Section

4200 N.W. 36th Street Suite 400

Miami, Florida 33122

Ph: 305 869-1258

Fax No: 305 876-7297

E-Mail: RWRODRIGUEZ@miami-airport.com

CORZO CASTELLO CARBALLO THOMPSON SALMAN, P.A.

Mrs. Eleane Navarro

Ph. 305-445-2099 X 2276

901 Ponce de Leon Blvd. Ste 900

Coral Gables, FL 33134

E-mail: ENAVARRO@c3ts.com



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

1643 North Harrison Parkway, Bldg H • Sunrise • Florida 33323 • Tel 754-321-1670 • Fax 754-321-1680

FACILITIES & CONSTRUCTION MANAGEMENT
Denis Herrmann, Director
Design and Construction Contracts

SCHOOL BOARD
Chair ANN MURRAY
Vice Chair LAURIE RICH LEVINSON

Board Members ROBIN BARTLEMAN
MAUREEN S. DINNEN
PATRICIA GOOD
DONNA P. KORN
KATHERINE M. LEACH
NORA RUPERT
BENJAMIN J. WILLIAMS

ROBERT W. RUNCIE
Superintendent of Schools

June 13, 2012

Jorge Gonzalez
ABC Construction Inc.
7280 NW 8 St
Miami, FL 33126

Subject: CONTRACTOR PRE-QUALIFICATION RE-CERTIFICATION

Dear Mr. Gonzalez:

The School Board of Broward County, Florida, at its meeting on 5/15/2012, approved re-certification of your firm as a Pre-Qualified Contractor. As such, your firm has certain rights and privileges according to Board Policy 7003. These include:

- The right to submit bids up to the per project and aggregate limits set forth in the certificate
- Certification for one year from the above meeting date
- Annual Renewal of your certificate by submission of updated information within 30 days notice

You must notify this office if the status of your firm changes. Failure to report changes that affect the ownership and control of your firm may result in decertification. Any change to your certification requires you to submit proof of expertise, licensure and business history (at minimum) to justify the additional certification.

Further, your firm is subject to periodic performance evaluation, which could result in suspension or revocation of pre-qualified status.

Certification is not a guarantee that your firm will receive work.

Should you have any further questions regarding your certification contact Daisy Rodriguez at 754-321-1670.

Sincerely,


Philip D. Kaufold
Construction Purchasing Agent
Design and Construction Contracts

PDK:dr
Attachment

c: File

Pre-Qualification Contractor Certification



The School Board of Broward County, Florida

Ann Murray, Chair
Laure Rich Levinson, Vice Chair

Robin Bartleman
Maureen S. Dinnen
Patricia Good
Donna R. Korn
Katherine M. Leach
Nora Rupert
Benjamin J. Williams

Type of Contracting: **STATE GENERAL**
Per Project Limit: \$8,500,000 Aggregate Limit: \$25,000,000

ABC CONSTRUCTION INC. was re-certified by

The School Board of Broward County, Florida on 5/15/2012 to 5/15/2013,
and has all rights and privileges under School Board Policy 7003.

By: 
Ann Murray, Chair

By: 
Robert W. Runcie, Superintendent



**The School Board of Miami-Dade County, Florida
Certificate of Contractor Prequalification**

is issued to

ABC Construction, Inc.

You are hereby prequalified to submit bids for Miami-Dade County Public Schools projects in accordance with the following dates and bid limits:

6/16/2012 6/16/2013 \$8,776,474 \$40,000,000 General Contractor

Effective Date Expiration Date Single Bid Limit Aggregate Bid Limit Type of Work


Jaime G. Torrens, Chief Facilities Officer
Office of School Facilities



7215 NW 7 Street
 Miami, Florida 33126
 Tel: 305.663.0322
 Fax: 305.267.2403

INSURANCE POLICIES IN FORCE:

<u>FORMS OF COVERAGE</u>	<u>POLICY NUMBER</u>	<u>EXP. DATE</u>
MORGAN INSURANCE GROUP 13155 SW 42 nd Street Suite 107 Miami, Florida 33175 305-222-9001 Office / 305-222-9006 Fax Contact Agent: Doreen Duran		
<u>Workers Comp. /Employers Liability</u> Travelers Indemnity Company	<u>6FR13UB9862L1131</u>	<u>12/19/12</u>
<u>Comprehensive General Liability</u> Scottsdale Insurance Company	<u>CPS1321841</u>	<u>04/14/13</u>
<u>Excess Liability</u>	<u>XLS0073711</u>	<u>04/14/13</u>
<u>Insurance Experience Modification Rating</u>		<u>.89</u>

ILEANA CABRERA-RODRÍGUEZ
 1925 Ponce De Leon Blvd
 Coral Gables, Florida 33134
 305-529-9966 Office / 305-529-2856 Fax
 Contact Agent: Aida Castro

Comprehensive Automobile Liability

<u>224-1098-B01</u>	<u>02/01/13</u>
<u>419-4787-B01</u>	<u>02/01/13</u>
<u>912-5787-B01</u>	<u>02/01/13</u>
<u>939-7970-B01</u>	<u>02/01/13</u>
<u>025-6901-B01</u>	<u>02/01/13</u>
<u>035-3117-B01</u>	<u>02/01/13</u>
<u>063-7061-B01</u>	<u>02/01/13</u>
<u>183-2531-B01</u>	<u>02/01/13</u>



Broward General Medical Center
Coral Springs Medical Center
Imperial Point Medical Center
North Broward Medical Center
Chris Evert Children's Hospital
Broward Health Weston
Community Health Services
Broward Health Physician Group

OFFICE OF SUPPLIER DIVERSITY

Thursday, May 17, 2012

ABC CONSTRUCTION, INC
Jorge Gonzalez
7215 NW 7 Street
Miami, FL 33126
JGONZALEZ@ABCCONSTRUCTION.CC

Dear Jorge Gonzalez

Congratulations!

The OSD has determined ABC CONSTRUCTION, INC is eligible to participate in Broward Health's Supplier Diversity Program.

The Office of Supplier Diversity (OSD) has received and validated your firm's certification documentation from one of BH's approved certification partners to document your firm as a Certified Diverse Vendor in accordance with BH's Supplier Diversity Program policy.

The following are BH's approved certification partners:

- **State of Florida - Office of Supplier Diversity**
- **Broward County - Small Business Development Division**
- **School Board of Broward County - Office of Supplier Diversity and Outreach**
- **Florida Regional Minority Business Council (FRMBC)**
- **Florida - Women Business Development Center (F/WBDC)**
- **Palm Beach County - Office of Small Business Assistance**
- **Miami Dade County - Office of Small Business**

Your firm's eligibility status as a certified diverse vendor is valid thru 04/30/2015. You are encouraged to visit our online certified diverse vendor directory at www.browardhealth.org/diversity to view your firm's diverse vendor status information and view BH's current procurement opportunities.

During the certification period, you are required to maintain current contact information of your firm with Broward Health. Any changes occurring in ownership and or managerial/operational control of the firm, please notify your firm's approving certification organization immediately.

Thank you for your interest and participation in Broward Health's Supplier Diversity Program.

Sincerely,

LaRae P. Floyd
Manager