



# V I L L A G E   O F   K E Y   B I S C A Y N E



Office of the Village Manager

## MEMORANDUM

*Village Council*

Mayra P. Lindsay, *Mayor*

Franklin H. Caplan, *Vice Mayor*

Luis F. de la Cruz

Theodore Holloway

Michael E. Kelly

Edward London

James S. Taintor

**DATE:** July 7, 2015

**TO:** Honorable Mayor and Members of the Village Council

**FROM:** John C. Gilbert, Village Manager

**RE:** Capital Project Community Center Expansion

*Village Manager*  
John C. Gilbert

### RECOMMENDATION

It is recommended that the Village Council approve the Capital Project Authorizing Ordinance selecting ABC Construction Inc. for the Community Center Expansion project and the enclosed construction contract.

### BACKGROUND

On June 23, 2015, the Village Council passed this Ordinance on first reading. Pursuant to Section 4.03(9) of the Village Charter a public notice has been given that the second reading will take place on July 7, 2015.

The construction contract is provided with the RFP issued by the Village on March 19, 2015 attached as Exhibit "A". The proposal submitted by ABC Construction Inc. is attached as Exhibit "B".

The Village's Owners representative, Paul Abbott, will be present to address any questions and respond to the insurance question raised at the Ordinance's first reading.

Reviewed by Mr. Terence McKinley of Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

**ORDINANCE NO. 2015 -**

**A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, SELECTING ABC CONSTRUCTION INC. FOR THE CONSTRUCTION OF THE COMMUNITY CENTER EXPANSION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne (the “Village”) has finalized the plans for the Village Community Center Expansion Project (the “Project”); and

**WHEREAS**, the Project will expand the Village Community Center by the construction of a second floor addition consisting of approximately 4,846 square feet; and

**WHEREAS**, the Village has appropriated funds for the Project and estimates the cost to be \$1,795,000; and

**WHEREAS**, the Village Council desires to select a contractor for the Project and solicited bids in accordance with Chapter 2 of the Village Code of Ordinances; and

**WHEREAS**, after review and consideration, the Village Council desires to select ABC Construction Inc. (the “ABC”) to construct the Project and authorize the Village Manager to execute an agreement with ABC consistent with the proposal attached as Exhibit “A;” and

**WHEREAS**, the Village Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, AS FOLLOWS<sup>1</sup>:**

---

<sup>1</sup> Coding: underlined words are additions to existing text, struck through words are deletions from existing text, shaded text reflects changes made from First Reading.

**Section 1. Recitals.** The preceding “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Selection of ABC.** The Village Council hereby selects ABC for the Project at a cost not to exceed \$1,795,000.

**Section 3. Authorization.** The Village Council hereby authorizes the Village Manager to enter into an agreement with ABC consistent with the proposal, attached as Exhibit “A,” subject to the approval by the Village Attorney as to form, content and legal sufficiency.

**Section 4. Effective Date.** This Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading this 23rd day of June, 2015.

PASSED AND ADOPTED on second reading this 7th day of July, 2015.

\_\_\_\_\_  
MAYOR MAYRA PEÑA LINDSAY

ATTEST:

\_\_\_\_\_  
CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
VILLAGE ATTORNEY

## **CONTRACT FOR CONSTRUCTION**

**THIS CONTRACT**, made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2015, by and between the Village of Key Biscayne, a Florida municipal corporation (the “Village”), and ABC Construction, Inc., a Florida corporation whose principal address is 7215 N.W. 7<sup>th</sup> Street, Miami, FL 33126 (“Contractor”).

### **RECITALS:**

**WHEREAS**, on March 19, 2015, the Village issued RFP #RC 2015-1 (the “RFP”), attached hereto as Exhibit “A”, soliciting proposals for the provision of construction services, as described therein (the “Services”) for the Village of Key Biscayne’s Recreation Center Expansion (the “Project”); and

**WHEREAS**, in response to the RFP, Contractor submitted a proposal for the provision of the Services (the “Proposal”), attached hereto as Exhibit “B”; and

**WHEREAS**, the Village Manager has recommended that the Village accept Contractor’s Proposal for the completion of the Services and the Village Council has, by Ordinance # 2015-\_\_\_\_\_ approved the Village Manager’s recommendation and awarded the Contract to Contractor.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Contract, the parties agree as follows:

**I. SCOPE OF SERVICES.**

Contractor agrees to provide the Services in accordance with the Scope of Work established in the RFP and the Proposal, the terms of which are incorporated herein by reference.

**II. CONTRACT DOCUMENTS**

The Contract Documents associated with this Contract shall include Change Orders; Amendments to the Contract; Special Conditions, as included in the RFP; Contract General Conditions, as included in the RFP; the remainder of the terms and conditions of the RFP; the Contractor’s Proposal; Plans and Specifications. In the event of any discrepancy or conflict between or among provisions in the Contract Documents, the order of the documents presented above shall establish precedence.

**III. TERM OF CONTRACT.**

The term of the Contract shall commence upon the effective date stated in a Notice to Proceed (“Effective Date”) issued by the Village subsequent to the full execution of the Contract, subject to the satisfaction of any conditions identified in the RFP, and shall conclude on the satisfactory completion of the entire scope of work required by the Contract Documents. The period of performance shall be three hundred sixty-five days from the Effective Date.

**IV. FEE FOR SERVICE.**

For the complete and satisfactory performance of the entire scope of work required by the Contract Documents, the Village shall pay to the Contractor the firm fixed price of One Million Seven Hundred Ninety Five Thousand Dollars (\$1,795,000.00)

**V. INDEPENDENT CONTRACTOR; EMPLOYEES.**

Contractor and its employees and agents shall be deemed independent contractors and not agents or employees of the Village, and shall not attain any rights or benefits generally afforded Village employees; further, Contractor, its employees and agents shall not be deemed entitled to the Village's worker's compensation insurance benefits.

**VI. NOTICES.**

All notices and communications to the City or Contractor shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

City: John Gilbert  
Village Manager  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, Florida 33149  
Telephone: (305) 365-5514  
Facsimile: (305) 365-8936

With copy to: Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, Florida 33134  
Telephone: (305) 854-0800  
Fax: (305) 854-2323

Contractor: ABC Construction, Inc.  
7215 N.W. 7<sup>th</sup> Street  
Miami, Florida 33126  
Attn.: Jorge Gonzalez  
Telephone: (305) 663-0322  
Facsimile: (305) 267-2403

**VI. GOVERNING LAW.**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. **The parties hereby waive any right to trial by jury for any litigation hereunder.**

**VI. LIQUIDATED DAMAGES**

Pursuant to Article 3.12 of the Supplemental Conditions included in the RFP, the amount of liquidated damages for inexcusable delay to Substantial Completion of the Project shall be \$3,000.00 per calendar day for the first 30 days and \$5,000.00 per calendar day thereafter.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

For the VILLAGE:

Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, Florida 33149

For the CONTRACTOR:

\_\_\_\_\_  
By: Jorge Gonzalez  
President

By: \_\_\_\_\_  
Village Manager

ATTEST:

\_\_\_\_\_  
Village Clerk

Approved as to Form and Legal Sufficiency  
for Village's reliance only:

\_\_\_\_\_  
Village Attorney

**VILLAGE OF KEY BISCAYNE**  
**REQUEST FOR PROPOSALS (RFP)**



**RFP No. RC 2015-1**

**Recreation Center Second Level Expansion**

**ISSUE DATE: March 18, 2015**

**PROPOSAL OPENING DATE: May 12, 2015**

**PROPOSAL OPENING TIME: 2:00 P.M.**



## ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFP)

### VILLAGE OF KEY BISCAYNE

The Village of Key Biscayne will receive sealed proposals until **2:00pm** local time, **May 12, 2015**, at the Village Clerk's office, Village of Key Biscayne, 88 West McIntyre Street, Suite 220, Key Biscayne, FL 33149, at which time they will be opened and read aloud for the following project:

#### **Recreation Center Second Level Expansion**

The Village of Key Biscayne, Florida (Village) requests Proposals from qualified firms for the Recreation Center Second Level Expansion Project. The nature, scope and definition of the Work desired or required by the Village may change from time to time, at the Village's discretion.

The Project consists of construction of a new second floor addition of approximately 4,846 square feet to the existing Village of Key Biscayne Recreation Center building located at 10 Village Green Way, Key Biscayne, Florida, including selective demolition of portions of the building and roof as necessary to accommodate the new building expansion. All work shall be completed while the building is occupied so protection of the public and services will be required. No site work, civil engineering, landscape or irrigation work is proposed except remediation of the areas used for staging or damaged during construction.

Interested proposers may obtain a copy of the RFP Documents in person from the Village Clerk's office for a fee of \$35.00 per set payable by cash or check, on or after **March 18, 2015**. Make checks payable to Village of Key Biscayne. Copies of the RFP Documents are non-returnable and non-refundable. **The Village will not send the package via courier and it will not be available online.** All interested proposers who obtain the RFP Package must register with the Village Clerk and provide contact information and an email address. All notices and any addenda issued by the Village with respect to the RFP will be posted to the Project page on the DemandStar website.

A mandatory pre-proposal conference, followed by a site visit for interested proposers will be held at the Village of Key Biscayne, Village Hall, Building, Zoning and Planning Department, Conference Room (Suite 250) at 2:00 p.m. on **April 7, 2015**. **Attendance at this conference is mandatory in order to submit a proposal in response to this RFP and for the Project.**

Any or all questions or requests for interpretations or clarifications pertaining to the RFP must be directed via email to Todd Hofferberth, Director of Parks & Recreation Department at [thofferberth@keybiscayne.fl.gov](mailto:thofferberth@keybiscayne.fl.gov) by **April 21, 2015**. All proposals shall be submitted in accordance with the requirements of this RFP and the Specifications. The Village of Key Biscayne reserves the right to waive any informality in any proposal, and the Village Manager may reject any or all proposals, and re-advertise the Project.

---

Conchita H. Alvarez, MMC, Village Clerk

## TABLE OF CONTENTS

CONTENTS	PAGE #
REQUEST FOR PROPOSALS	1
GENERAL INFORMATION	1
DEFINITIONS	2
<b>SECTION 1 INSTRUCTIONS TO PROPOSERS</b>	<b>5</b>
1.1 INTENT	5
1.2 SCHEDULE OF EVENTS	5
1.3 PLANS AND CONTRACT SPECIFICATIONS	6
1.4 TERM OF CONTRACT / CONTRACT TIME	6
1.5 PROPOSAL FORMAT / MINIMUM REQUIREMENTS AND QUALIFICATIONS	6
1.6 BONDS	8
1.7 VILLAGE'S RIGHTS	8
1.8 PROPOSAL COSTS	8
1.9 TAXES	9
1.10 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL PROCESS	9
1.11 SELECTION PROCESS	9
1.12 AWARD OF CONTRACT	10
1.13 PUBLIC RECORDS; CONFIDENTIALITY	10
<b>SECTION 2 CONTRACT GENERAL CONDITIONS</b>	<b>11</b>
<b>SECTION 3 SUPPLEMENTAL CONDITIONS</b>	<b>12</b>
3.1 DELIVERIES OF MATERIALS AND GOODS	12
3.2 MATERIALS	12
3.3 SAFETY STANDARDS	12
3.4 PAYMENTS	12
3.5 LICENSES AND PERMITS	12
3.6 INSURANCE	14
3.7 COMPLIANCE WITH LAW AND OTHER REQUIREMENTS	14
3.8 ASSIGNMENT	14
3.9 ATTORNEY'S FEES	14
3.10 CONTRACTOR'S RELATION TO THE VILLAGE	14
3.11 CANCELLATION	14
3.12 LIQUIDATED DAMAGES	14
3.13-3.27 MISCELLANEOUS SUPPLEMENTAL CONDITIONS	15
3.28-3.40 MISCELLANEOUS SUPPLEMENTAL CONDITIONS	16
3.41 RETENTION	17

## **EXHIBITS AND PROPOSAL FORMS**

- A. Proposal Form and Proposer's Certification
- B. Form of Contract
- C. Proposer's Qualifications Questionnaire
- D. Single Execution Affidavits

**REQUEST FOR PROPOSALS (RFP)**  
**Recreation Center Second Level Expansion Project**

**GENERAL INFORMATION**

**A. SCOPE OF SERVICES:**

The Scope of Services for the Project consists of construction of a new second floor addition to the existing Village of Key Biscayne Recreation Center building located at 10 Village Green Way, Key Biscayne, Florida in accordance with Plans and Specifications prepared by Currie Sowards Aguila Architects dated 11/24/2014 the ("Plans and Specifications"). The Plans and Specifications are available at the Project's page on the DemandStar website. The Project includes selective demolition of portions of the building and roof as necessary to accommodate the new building expansion. All work shall be completed while the building is occupied so protection of the public and services will be required. The new area will be approximately 4,846 square feet.

Anticipated trades include pre-cast and masonry construction for the exterior walls, structural steel, metal deck and steel bar-joist roof, with a built-up-roofing system over tapered rigid insulation. MEP systems include new roof-top mounted package HVAC units and metal ductwork, new electrical panels feeding new lights and power, expanded fire alarm and monitoring system, and plumbing for two new ADA compliant toilets, and roof drains. The existing fire protection system will be expanded to serve the new addition.

All interior finishes including doors, flooring and ceiling and wall finishes as well as exterior stucco and paint surfaces are intended to match existing building standards.

No site work, civil engineering, landscape or irrigation work is proposed except remediation of the areas used for staging or damaged during construction.

**B. PROPOSAL DUE DATE:**

Sealed Proposals will be received at the Office of the Village Clerk, Village of Key Biscayne, 88 West McIntyre Street, Key Biscayne, FL 33149, until **2:00PM - May 12, 2015** (the "Submission Deadline"), at which time all Proposals will be publicly opened.

**Proposals must be addressed and delivered to:**

Office of the Village Clerk, Suite 220  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, Florida 33149

**C. PRE-PROPOSAL CONFERENCE AND SITE VISIT.**

A MANDATORY pre-proposal conference, followed by a site visit, will be held at the Village of Key Biscayne, Village Hall, Building, Zoning and Planning Department, Conference Room (Suite 250) on April 7, 2015 at 2:00 p.m.

Prior to submitting a Proposal, each Proposer is REQUIRED to visit the site and become familiar with the site and any conditions that may, in any manner, affect the Work to be performed by Contractor or affect the equipment, materials and labor required. Each Proposer is also required to examine carefully the Plans and Specifications set forth in this RFP and be thoroughly informed regarding any requirements or conditions that may in any manner affect the Work to be performed under the Project. No allowances will be made because of lack of knowledge of any conditions or

requirements. Any Proposal received from a Proposer that did not attend the Pre-Proposal Conference and Site Visit shall be deemed non-responsive.

**D. DEMANDSTAR**

Any or all questions or requests for interpretations or clarifications pertaining to the RFP must be directed via email to Todd Hofferberth, Director of Parks & Recreation Department at [thofferberth@keybiscayne.fl.gov](mailto:thofferberth@keybiscayne.fl.gov) by **April 21, 2015**. All proposals shall be submitted in accordance with the requirements of this RFP and the Specifications. The Village of Key Biscayne reserves the right to waive any informality in any proposal, and the Village Manager may reject any or all proposals, and re-advertise the Project.

Correspondence between Bidders and the Village will be handled through the Onvia DemandStar procurement website platform. This includes, but is not limited to, Addenda and Amendments.

Material issues to this RFP whether initiated by the Village or are brought to the attention of the Village through DemandStar will be responded to by Addenda and posted to DemandStar.

**E. In order to facilitate review of the proposals, each proposer must submit one (1) original, plus ten (10) additional copies, of the proposal in response to this RFP, on or before the Submission Deadline indicated herein.**

THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE OFFICE OF THE VILLAGE CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE VILLAGE IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS RFP WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED PROPOSALS SHALL NOT BE CONSIDERED.

Hand-delivered Proposals may be delivered to the above address during the Village's regular business hours, Monday through Friday, excluding holidays observed by the Village, but not beyond the Submission Deadline. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service.

The Proposal must be signed in ink by an authorized officer of the Proposer who is legally authorized to bind the Proposer and enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the Village as constituting an offer by the Proposer to perform the required Work, upon the terms and at the prices stated by the Proposer.

**F. DEFINITIONS**

For the purposes of this RFP, the following terms shall have the meaning set forth herein:

**Contract/Agreement** Shall refer to the Contract for Construction that may result from this Request for Proposals. A form of Contract is attached to this RFP as Attachment "B".

**Contractor** The organization(s)/individual(s) that is awarded and has an approved Contract with the Village for the Work identified in this RFP.

<b>Contract Time</b>	The number of Calendar Days allowed for completion of the Contract work including authorized time extensions.
<b>Council</b>	The Village Council of the Village of Key Biscayne, Florida.
<b>Delay</b>	Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference" "impedance", "hindrance", or otherwise, which are beyond the control of and not caused by the Contractor, or the Contractor's subcontractors, material men, suppliers or other agents. The term does not include "extra work".
<b>Equipment</b>	The machinery, equipment and necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the Work.
<b>Extra Work</b>	Any "work" which is required from the Contractor to be performed and which is not otherwise covered or included in the Project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>Project, Work</b>	Shall refer to all matters, work and services that will be required to be done by the Successful Proposer in accordance with the Scope of Services and the terms and conditions of the Plans and Specifications of this RFP.
<b>Proposal (Bid, Bid Proposal)</b>	Shall refer to any offer(s) or proposal submitted in response to this Request for Proposal.
<b>Proposer</b>	Shall refer to an individual, firm, or corporation submitting a Proposal for the proposed work.
<b>Request for Proposal, RFP</b>	Shall mean this Request for Proposal including all Exhibits and Attachments as approved by the Village and addenda or amendments issued by the Village.
<b>Responsible Proposer</b>	A Proposer who has the capability in all respects to fully perform the Work requested in this RFP and the Contract requirements and the integrity and reliability that will assure good faith performance.
<b>Responsive Proposal</b>	A Proposal or reply submitted by a proposer that conforms in all material respects to this RFP and the requirements herein.
<b>Shall/Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the Village may, at

its sole option, ask the Proposer to provide the information or evaluate the proposal without the information. Failure to provide the information after demand may result in rejection.

***Sub-Contractor &  
Sub-Consultant***

Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contracts with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work to the Village, whether directly or indirectly, on behalf of the Successful Proposer.

***Submission Deadline***

Shall refer to the due date and time listed in this RFP for the submittal of Proposals to the Village.

***Successful Proposer***

Shall refer to the Proposer receiving an award of the Contract as a result of this Request for Proposal.

***Village /Owner***

Shall refer to the Village of Key Biscayne, Florida or its designated representative, as applicable.

**SECTION 1**

**INSTRUCTIONS TO PROPOSERS**

**SUBJECT: Recreation Center Second Floor Expansion**

**OPENING DATE**

**& TIME:                    May 12, 2015 at 2:00 p.m.**

**SUBMIT TO:**

Recreation Center Second Floor Expansion  
Office of the Village Clerk, Suite 220  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, Florida 33149

Proposals shall be clearly marked "Recreation Center Second Floor Expansion" on the outside of the envelope.

**1.1 INTENT.**

The Village of Key Biscayne, Florida (Village) is inviting the submission of proposals from qualified firms for the Recreation Center Second Floor Expansion Project consisting of construction of a new second floor addition of approximately 4,846 square feet to the existing Village of Key Biscayne Recreation Center building located at 10 Village Green Way, Key Biscayne, Florida, including selective demolition of portions of the building and roof as necessary to accommodate the new building expansion. All work shall be completed while the building is occupied so protection of the public and services will be required. No site work, civil engineering, landscape or irrigation work is proposed except remediation of the areas used for staging or damaged during construction. The Village intends to secure the Work from a qualified contractor that conforms to the requirements of this RFP and is most advantageous to the Village and in its best interest. The Village reserves the right to award a Contract for the Proposal considered to best serve the Village's interests.

**1.2 SCHEDULE OF EVENTS.**

The following schedule is anticipated for this RFP process, but is subject to change by the Village, in its sole discretion, at any time during the RFP procurement process.

<b>No.</b>	<b>Event</b>	<b>Date</b>	<b>Time(EST)</b>
1	Advertisement/Distribution of RFP	<b>March 18, 2015</b>	<b>2:00PM</b>
2	Mandatory Pre-Proposal Conference and Site Visit Village Hall, 88 West McIntyre Street, Suite 250, Key Biscayne, Florida 33149	<b>April 7, 2015</b>	<b>2:00PM</b>
3	Deadline to Submit Questions/ Requests for Clarification	<b>April 21, 2015</b>	<b>5:00PM</b>
4	Village Issues Addenda and Responds to Questions	<b>April 28, 2015</b>	<b>5:00PM</b>

5	Deadline to Submit RFP – Submission Due Date	<b>May 12, 2015</b>	<b>2:00PM</b>
6	Period to request additional information or clarification from Proposers. Village may interview Proposers.	<b>May 19, 2015</b>	<b>TBA</b>
7	Award Proposal and Contract – Village Council Meeting	<b>June 9, 2015</b>	<b>7:00PM</b>
8	<b>Notice-to-Proceed – Contract Begins</b>	<b>June 10, 2015</b>	<b>TBA</b>

### **1.3 PLANS AND CONTRACT SPECIFICATIONS.**

It is the responsibility of each proposer, before submitting a proposal in response to this RFP, to obtain and carefully review the Plans and Specifications, and Contract Documents, for the Project prepared by Currie Sowards Aguila Architects dated 11/24/2014, together with any updates thereto.

### **1.4 TERM OF CONTRACT/CONTRACT TIME.**

The Contract shall commence after award by the Village Council and on the date stipulated in the Notice to Proceed. The Contract shall remain in effect through job completion. The Work shall be substantially completed within three hundred sixty five (365) calendar days from the Notice to Proceed, and final completion shall be obtained within thirty (30) calendar days thereafter. The Contractor acknowledges and agrees that time is of the essence in the performance and delivery of the Work hereunder.

### **1.5 PROPOSAL FORMAT AND CONTENT; MINIMUM REQUIREMENTS AND QUALIFICATIONS.**

Proposers shall submit their proposals using the Forms provided with this RFP, and attach and include all attachments or requirements set forth herein. Proposals must be submitted on 8.5" x 11" sheets and include one (1) original and ten (10) copies of the following completed proposal forms and required information, tabbed or numbered accordingly, in the following order:

- A. Proposal Form/Proposer's Certification. All Proposers are required to submit the total Project cost for their proposal, utilizing the Proposal Form included in this RFP as Exhibit "A" and including the separate proposed cost of Builder's Risk Insurance.
- B. Bid Security or Bond
- C. Experience/Work References. Experience of the firm must demonstrate evidence of prior construction experience in Florida on private or municipal or governmental projects, defined as governmental administrative offices, schools, community centers and municipal halls and facilities. Indicate the firm's number of years of experience in the required services. Provide a list and description of similar projects satisfactorily completed within the past five (5) years, including demonstrating experience with public agencies, and provide contact name and information of the individual at the respective agency who was responsible for project coordination.
- D. Firm's Qualifications. Provide a description of the firm, range of expertise, including the size, years in operation, organizational structure, project manager and key personnel assigned to the Project, demonstrating firm-wide experience and expertise in the area of construction of similar projects. Proposers must have

successfully completed at least five (5) projects of a similar size, scope and complexity within the past five (5) years.

- E. Qualifications Questionnaire. Completed Questionnaire must be submitted as specified within this RFP. Any attachment must be clearly identified. To be considered, the Proposer must respond to all parts of the Questionnaire in accordance with requirements of RFP. The Questionnaire is included in this RFP.
- F. Project Team/Manager. Provide an organizational chart of the Project team, including key personnel, Project Manager and Subcontractors, who will be assigned and directly involved and responsible throughout the duration of the Project. Information shall include the names, title, resumes, qualifications, licenses, expertise and experience with similar projects.
- G. Licenses/Certifications. Provide copies of all professional and business licenses required for the Work, as required by all applicable federal, State, County and local agencies, including licenses for the firm and key personnel performing the Work.
- H. Plan/Approach to Work. Describe the Proposer's planned approach and concept for performance of the Work and completion of the Project, including a scope of services which demonstrates an understanding of the Project, integrating industry best practices and cost effectiveness. Explain why the firm's approach and plan would be the most effective and beneficial to the Village and ensure timely completion of the Work.
- I. Financial. Proposers must provide a general description of the firm's financial condition, including annual gross receipts and annual payroll, and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the Project. Recognizing the substantial capital required to support this type of Contract, only Proposers with a history of profitability will be considered. (Minimum of 12 consecutive quarters of demonstrated profitability as referenced by **audited** financial statements). Proposer shall provide the following: a letter from a financial institution stating a current line of credit; indicate current value of all work that the proposer entity has under contract and pending; business construction revenues for the past five (5) years; a current audited financial statement.
- J. Signed and Notarized Single Execution Affidavits
- K. Additional Information. Provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP.
- L. Insurance Certificates. Provide evidence/certificates of insurance of general liability, workers compensation, and automobile liability insurance, as required in this RFP. Evidence/certificates of insurance of other required insurance policies are required to be submitted to the Village prior to commencing construction.
- M. Bond Capability. Provide evidence of or capability to provide payment and performance bonds, as required in this RFP.

The Village-provided Proposal Forms shall be completed, signed, notarized and certified as to authorization, where indicated.

## **1.6 BONDS.**

**1.6.1 Bid Bond.** All Proposals must be accompanied by a Bid Security or Bond in the amount of five percent (5%) of the total proposed price submitted, to be in the form of a Cashier's Check made payable to the Village or a bond written by a surety company authorized to do business in the State of Florida and in compliance with Section 287.0935, Florida Statutes. Bid Security or Bond shall be valid for one hundred eighty (180) days after the Submission Deadline. ("Proposal Guarantee Period") The Bid Security or Bond of all unsuccessful Proposers will be returned after Proposal award. No Proposer may withdraw its Proposal after the Submittal Deadline for the period stipulated as the Proposal Guaranty Period. Proposers shall give assurances that all Proposals offered will be held open and are not revocable for lack of consideration during the time stipulated herein. A personal check or company check of a Proposer shall not be deemed a valid Bid Security and will not be accepted. Proposers shall state in their Proposals that all bids offered will be held open and are not revocable for lack of consideration during the time stipulated herein. Failure by the Proposer to whom the Contract has been awarded, to execute and deliver the required documents and/or other applicable forms, and to furnish the Performance and Payment Bonds, and to furnish satisfactory evidence of all insurance coverage within ten (10) calendar days after the award letter is presented for execution, may result in the annulment of the award and the forfeiture of the bid bond or security to the Village, which forfeiture shall be considered not as a penalty but in liquidation of damages sustained by the Village. Award may then be made to the next Proposer, or all remaining Proposals may be rejected, and the Contract may be re-advertised.

**1.6.2 Payment and Performance Bond.** Proposers shall provide evidence or capacity to provide the Payment and Performance Bonds required for the Project, in compliance with the General Conditions included in this RFP and the following requirements: Within ten (10) calendar days of Notice to Proceed and prior to commencing any work on the Project, the selected Contractor shall execute and furnish to Village a Performance Bond and a Payment Bond in form and substance for a public construction work and in accordance with Section 255.05, Florida Statutes, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years, both in a minimum amount equal to the total Project cost or Contract Price. The Surety Company shall be acceptable to the Village and authorized to do business in the State of Florida. The Village shall require co-obligee Performance and Payment bonds from the Contractor, naming the Village as a co-obligee. A Proposer that cannot provide evidence of the capacity for bonding at the amount required herein may not be considered qualified to perform the Project pursuant to this RFP. Evidence of such must be provided by the Proposer pursuant to this RFP and shall remain the obligation of the Proposer.

## **1.7 VILLAGE'S RIGHTS.**

The Village reserves the right to accept or reject any and/or all Proposals or parts of Proposals, to workshop or negotiate terms of any and all Proposals, to waive irregularities in Proposals, to cancel or discontinue this RFP process, and to request new Proposals for the required Work. The Village Council shall make the final determination and award of proposal(s).

All materials submitted in response to this Request for Proposals shall become the property of the Village and will be returned only at the option of the Village. The Village has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of Proposals does not affect this right.

## **1.8 PROPOSAL COSTS.**

Proposers submitting Proposals do so entirely at their own cost and expense. There is no expressed or implied obligation by the Village to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting Proposals, providing additional information when

requested by the Village, or for participating in any selection interviews.

### **1.9 TAXES**

Proposer should include any and all applicable taxes in bid prices.

### **1.10 LICENCES**

By submitting a Proposal in response to this RFP, Proposer represents and warrants to the Village that it holds all licenses, certifications and permits ("Licenses") required by applicable law and by any other governmental authority or agency to perform the Work. Proposer represents and warrants to the Village that the Licenses shall be in full force and effect on the date of performance of the Work and further represents that it holds and will hold all Licenses throughout the term of the Contract. Proposer shall provide the Village with copies of all Licenses that may be required for performance of the Work with its Proposal and during the term of the Contract upon request.

### **1.11 VALUE ENGINEERING**

Value Engineering (VE) recommendations should be submitted in a separate sealed envelope along with Base Bid Proposal. VE recommendations will not be a factor in the Proposal evaluation process. Description and amount of VE items will be kept confidential until Contract is awarded by Village Council.

### **1.11 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL PROCESS.**

The Village will not respond to oral inquiries or questions concerning this RFP. Any or all questions or requests for interpretations or clarifications pertaining to the Bid must be directed via email to Todd Hofferberth, Parks & Recreation Director at [thofferberth@keybiscayne.fl.gov](mailto:thofferberth@keybiscayne.fl.gov) by **Tuesday, April 21<sup>st</sup>, 2015**. All notices and any addenda issued by the Village with respect to the Bid will be sent via e-mail to those who purchase a paper copy and register in the Village Clerk's office. Bidders that obtain a copy of the RFP Documents through DemandStar are responsible of obtaining all notices and any addenda issued directly from the DemandStar portal.

Each prospective Proposer shall acknowledge receipt of such Addenda by including it in the Proposal Form. In case any Proposer fails to include such Addenda or Addendum, its Proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his Proposal will constitute acknowledgement of the receipt of same. All Addenda shall be a part of this RFP and a part of the Agreement and each Proposer will be bound by such Addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that it has received all Addenda issued before Proposals are submitted and opened.

### **1.12 SELECTION PROCESS.**

The Village shall be sole judge of its best interests in evaluating qualifications and proposals deemed most advantageous to the Village, and the resulting Contract to be entered into between the Village and the Successful Proposer. The Village will review Proposals for an initial determination on minimum qualifications, responsiveness and responsibility. The Village reserves the right to reject any or all Proposals, to waive any informality, irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interests of the Village.

The Proposals initially determined to be responsive and submitted by responsible Proposers meeting the qualifications of this RFP will be presented to a Proposal Evaluation Committee for review and evaluation. As part of their Proposal evaluation process, the Proposal Evaluation Committee may elect to interview Proposers, request oral presentations, request additional information or clarification of Proposals and information submitted. The Proposal Evaluation Committee will score and rank the qualified, responsive and responsible Proposers in accordance with the criteria set forth below and make a recommendation to the Village Manager.

**Evaluation Criteria**

- |  |           |
|--|-----------|
| 1. Qualifications                        | 15 Points |
| 2. Experience/Work References            | 15 Points |
| 3. Project Management Team/Key Personnel | 15 Points |
| 4. Project Plan/Approach                 | 15 Points |
| 5. Financial Strength                    | 15 Points |
| 6. Proposed Price                        | 25 Points |

**1.13 AWARD OF CONTRACT.**

Upon receipt of the results of the Proposal evaluation process by the Proposal Evaluation Committee, the Village Manager will review the Committee's actions, select a Successful Proposer and forward a recommendation for award of a Contract to the Village Council. The Village Council shall have the final authorization of the award of the Contract to the Successful Proposer.

Neither this RFP nor the notice of award of the Contract constitutes an agreement or contract with the Successful Proposer. An agreement or contract is not binding until a written agreement or contract (the "Contract") to be substantially in the form included in this RFP and attached hereto as Exhibit "B" has been approved as to form and sufficiency by the Village Attorney and executed by the Village (with Council approval) and the Successful Proposer.

**1.14 PUBLIC RECORDS; CONFIDENTIALITY.**

Proposers are hereby notified that all information submitted as part of or in support of Proposals submitted pursuant to this RFP are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". If there is any apparent conflict between Florida's Public Records Law and this RFP, Florida Law will govern and prevail.

All Proposals submitted in response to this RFP shall become the property of the Village. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Village reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal in its best interest. Acceptance or rejection of any Proposal shall not nullify the Village's rights hereunder.

**SECTION 2**

**CONTRACT GENERAL CONDITIONS**

---

**2.0 The Contract General Conditions for this Contract is the EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013, attached hereto as Attachment A and as added to, amended or modified by the Supplemental Conditions.**

## SECTION 3

### SUPPLEMENTAL CONDITIONS

#### **INTRODUCTION**

All proposals submitted in response to this RFP and any Contract awarded to the Successful Proposer must conform to the following terms and conditions.

#### **3.1 DELIVERIES OF MATERIALS AND GOODS**

Any and all materials and goods in connection with the Work shall be delivered F.O.B. destination (i.e., at a specific Village address), and delivery costs and charges (if any) will be included in the proposal price. Exceptions should be noted.

#### **3.2 MATERIALS.**

Any materials or products delivered by Contractor pursuant to this RFP shall remain the property of the Contractor or vendor until accepted to the satisfaction of the Village. In the event material(s) or products supplied to the Village are found to be defective or do not conform to the requirements of this RFP or the Specifications, the Village reserves the right to return the materials or product(s) to the vendor or Contractor, at the Contractor's expense.

#### **3.3 SAFETY STANDARDS.**

All Contractors shall comply with all applicable local, state and federal laws and health and safety requirements, with all latest revisions or amendments, including but not limited to, the Occupational and Safety and Health Administration (OSHA) standards, State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

#### **3.4 PAYMENTS.**

Payment will be made on a monthly basis after Work is rendered, accepted, and properly invoiced as indicated in the Contract and in accordance with the Florida Prompt Payment Act. Contractor must provide one invoice for all Work performed regularly on a monthly basis. The invoice must be itemized and in accordance with the Bid Form and Schedule of Values submitted with the Proposal.

#### **3.5 LICENSES AND PERMITS.**

Contractor shall secure and pay for any and all necessary and required licenses, certifications, permits and inspections to perform the Work, including, but not limited, all State, Miami-Dade County and Village licenses and permits. The Contractor shall be responsible for all fees associated with the attainment of permits for the Work. The Village waives the permit fees required by and payable to the Village.

Where the Contractor is required to enter onto Village property, public right of way or other property to deliver materials or to perform the Work, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Village, property or person occasioned by the acts or omissions, or the negligence of the Contractor (or its agent) or any person the Contractor has designated for performance of the Work.

#### **3.6 INSURANCE.**

The Contractor shall not commence Work under the Contract until it has obtained all insurance required and such insurance has been approved by the Village.

A. The Contractor shall purchase and maintain, in full force and effect for the term of the Agreement, at Contractor's sole expense, the following required insurance policies with minimum limits and requirements:

1. Business automobile policy that covers any auto or vehicle used in connection with the Agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the Contractor. Minimum limits for bodily injury/property damage liability shall be \$1,000,000.00 per occurrence.

2. Comprehensive general liability Broad Form policy with minimum coverage limits of \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the general aggregate for bodily injury and property damage, and \$2,000,000.00 general aggregate for products/completed operations. Comprehensive general liability insurance shall include endorsements for property damage, personal injury, contractual liability, completed operations, products liability and independent contractor's coverage.

3. Workers' compensation and employer's liability policy, which covers all of the Contractor's employees to be engaged in the performance of the Services or work on the Agreement as specified by, and in accordance with, Chapter 440, Florida Statutes. Employer liability coverage limits must be no less than \$1,000,000. No employee, subcontractor or agent of the Contractor shall be allowed to perform any Services pursuant to the Agreement without proof of workers' compensation/employer's liability insurance.

4. Builder's Risk. Contractor shall provide, in a policy acceptable to the Village Builder's Risk on the Project covering construction, additions, machinery and equipment included in the Project. **Please submit proposed cost of Builder's Risk policy as a separate line item with the Proposal Form.** The amount of the insurance shall be no less than the estimated insurable replacement value of the Project when completed and coverage shall be provided on an "all risk" (i.e., Special Form) basis. The maximum deductible for other than windstorm, hail, earth movement or flood shall be \$10,000 per occurrence. The maximum deductible for windstorm and hail shall be the greater of \$100,000 or 5% of the estimated actual cash value of the insurable property at risk at the time of loss. The risk of loss shall remain with Contractor until the date of Final Completion.

5. Umbrella Liability insurance, with follow-form provisions, and with coverage limits no less than \$5,000,000.

6. Contractor's Pollution Liability insurance, including mold, mildew, fungus and bacteria coverage, with coverage limits no less than \$1,000,000.

B. All insurance policies provided by the Contractor shall be issued by companies licensed to do business in the State of Florida and rated "A-X" or better by A.M. Best's Key Rating Guide and qualified to do business in the State of Florida. The Contractor shall be responsible for all deductibles and self-insured retentions on its liability policies.

C. The Village and all of its consultants shall be named as additional insured on required insurance policies. The form and types of coverage and sufficiency of insurer shall be subject to the approval of the Village. On a yearly basis, Contractor must submit to the Village any and all Insurance Certificate renewals.

D. The Contractor agrees to indemnify, defend and hold harmless the Village from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Contract or Contractor's performance of the Work required by this RFP.

E. Copies of all policies or certificates of such insurance shall be delivered to the Village, and said documentation shall provide for the Village to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

F. The Contractor shall also, upon request by the Village, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Contract.

### **3.7 COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.**

Contractor shall perform the Work and conduct its operations in compliance with all applicable federal, State, County and local laws in providing the Work required by this RFP, including specifically, Chapter 17 (Noise), of the Village's Code of Ordinances regulating inter alia noise, power tools, etc.

When excavating, digging or accomplishing demolition in the performance of the Work pursuant to this RFP, Contractor shall be responsible for identifying and locating any and all utilities (including underground lines, pipes and cables) at the location, prior to any such work, so as to avoid interference or disruption to utilities, including contacting and coordinating with "Sunshine 811".

### **3.8 ASSIGNMENT.**

The Contractor shall not transfer or assign the performance of the Work required by this RFP and the Contract without the Village's prior written consent. Any award issued pursuant to this RFP and monies which may be payable by the Village, are not assignable except with the Village's prior written approval.

### **3.9 ATTORNEY'S FEES.**

If the Village incurs any expense in enforcing the terms of the Contract, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

### **3.10 CONTRACTOR'S RELATION TO THE VILLAGE.**

It is expressly agreed and understood that the Contractor is in all respects is an independent contractor as to all Work hereunder, and that the Contractor is in no respect an agent, servant or employee of the Village. This RFP specifies the Work to be performed by the Contractor, but the method to be employed to accomplish the Work shall be the responsibility of the Contractor, unless otherwise provided in the Contract or by the Village.

### **3.11 CANCELLATION.**

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Village, shall be just cause for cancellation of the award, with the Contractor holding the Village harmless.

### **3.12 LIQUIDATED DAMAGES.**

The Village reserves the right to impose applicable liquidated damages, as a reasonable and rational estimate of damages the Village incurs as a result of inexcusable delays and not as a penalty, in the amounts established by the Village in the Contract. If the Contractor or, in case of its default, the surety fails to complete the Work within the time stipulated in the Contract, or within such extra time that the Village may have granted the Contractor, in case of its default, the

Contractor or surety shall pay to the Village liquidated damages in the amount stipulated herein and in the Contract per calendar day in which the Work is not completed. The Village has the right to apply, as payment on such liquidated damages, any money the Village owes the Contractor. The Village does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

**3.13** The Recreation Center will remain in operation throughout the entire Contract Time.

**3.14** Site logistics plan shows limited staging area available as shown on Drawing A 1.01, no additional space is available adjacent to the construction site, Contractor must arrange off site staging storage as required, to be approved by Village of Key Biscayne.

**3.15** No private vehicle parking is allowed in or around the project site, Contractor is responsible for identifying and providing off site employee parking and transportation to and from construction site. Parking, delivery, temporary access through the Suntrust parking lot is strictly prohibited.

**3.16** Contractor shall provide a uniformed Police person during construction work for a minimum of three months at onset of project, additional Police presence will be determined on a case-by-case basis as need arises.

**3.17** Traffic directional signage, as shown on site logistics plan, is to be provided by Contractor to meet all Village and FDOT requirements.

**3.18** Traffic on McIntyre and Fernwood shall not be disrupted or blocked by construction vehicles, equipment or operations in anyway during periods of school beginning or discharge.

**3.19** No hoisting or deliveries shall occur during periods of school beginning or discharge.

**3.20** Village Management must receive 24 hour prior notice to any major concrete panel hoisting.

**3.21** Contractor shall design and install a protective enclosure around the "Jungle Gym" play area on level 1. The play area will remain in use during the construction project.

**3.22** Construction personnel will enter and exit the Site utilizing the existing staircase on the East Elevation. No access to the Recreation Center public area is allowed without Village personnel escort. Restroom facilities, properly screened from public view, shall be provided on site by the Contractor.

**3.23** The entire construction site shall be contained with an Owner-approved temporary site fence, no posts will be driven into existing ground level surfaces. Opaque screening on fence is required.

**3.24** All existing utilities will remain in operation throughout the Project. Any required interruptions must be scheduled during periods when the Recreation Center is closed to the public and with a minimum 72 hour prior notice to the Village.

**3.25** Project site must be maintained clean, free of debris and personal or construction waste at all times.

**3.26** No foodstuff or organic waste will be allowed within the building proper. All breaks and lunch periods shall occur at ground level. No music or other offensive noise is permitted within

construction area. Improper behavior of any kind will be grounds for immediate discharge from the Project.

**3.27** The Contractor must maintain the building envelope watertight while installing new exterior elements or penetrations into existing spaces.

**3.28** The existing roof top A/C unit must remain operational until the replacement unit is operational.

**3.29** Existing landscaping, trees, sod, and planter areas may be removed at Contractor's option. All disturbed areas are to be replaced to match existing.

**3.30** Any hardscape areas, paver walkways, sidewalks, roadway paving etc. are to be protected or replaced to as is condition by Contractor.

**3.31** Existing building façade must be protected or replaced to as is condition by Contractor.

**3.32** The Contractor shall not store its equipment on the Site, Village property or Village rights-of-way, except with the Village's express written prior approval.

**3.33** Contractor shall provide to Village a list of all equipment to be used in connection with the Work.

**3.34** The "Resident Project Representative", as defined in Article 1.01.A.32 of the Standard General Conditions of the Construction Contract, shall be redefined as "the authorized representative of the Owner assigned to assist the Owner at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative."

**3.35** The terms "Bid", "Bidder", "Bid Documents", "Bid Requirements" and the like, as used in the Standard General Conditions of the Construction Contract, shall be interchangeable with the terms "Proposal", "Proposer", "Proposal Documents", "Proposal Requirements" and the like.

**3.36** The "Engineer", as defined in Article 1.01.A.20 of the Standard General Conditions of the Construction Contract and used throughout that document, shall be redefined as follows:

"For Articles 1.02.D; 2.05; 2.06; 3.01; 3.03; 3.04; 4.04; 4.05; 5.06.E; 7.06.H; 7.06.K; 7.06.O; 7.11; 7.12.F; 7.15; 7.17.C; 8.01; 9.01; 10.02-10.04; 10.05.C; 10.05.D; 10.06-10.09; 11.06; 11.07; 12.01.A.1; 12.01.B; 12.01.C; 13.01.B.3; 13.01.B.5.c; 13.02; 13.03; 14.02.A; 14.02.C; 14.03-14.05; 14.07.A; 15.01; 15.03-15.06; 16.02.E; and 16.04 of the Standard General Conditions of the Construction Contract, the term "Engineer" shall mean the Resident Project Representative. For all other references in the Standard General Conditions of the Construction Contract, the term "Engineer" shall mean Curry Sowards Aguila Architects or a designated representative thereof."

**3.37** The term "Liens", as defined in Article 1.01.A.24 in the Standard General Conditions of the Construction Contract shall also mean "Claims on Bond", as applicable to this Contract.

**3.38** Article 4.01.A of the Standard General Conditions of the Construction Contract shall be deleted in its entirety and replaced with: "The Contract Times will commence to run on the day indicated in the Notice to Proceed."

**3.39** Article 6.06.B of the Standard General Conditions of the Construction Contract shall be deleted in its entirety.

**3.40** Articles 11.06.A.2 & 3 of the Standard General Conditions of the Construction Contract shall be deleted in their entirety and replaced with"

1. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, will either deny the Change Proposal in whole, recommend it in whole, or deny it in part and recommend it in part. Such actions shall be in writing to the Owner, with a copy provided to the Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

2. *Binding Decision:* Owner's decision will be final and binding upon Contractor.

**3.41 RETENTION.**

Owner shall retain ten percent (10%) from each payment to Contractor. Such retention shall be released at Final Payment pursuant to satisfaction of all Final Payment requirements.

**VILLAGE OF KEY BISCAYNE**  
**REQUEST FOR PROPOSALS (RFP)**



**RFP No. RC 2015-1**

**Recreation Center Second Level Expansion**

**ISSUE DATE: March 18, 2015**

**PROPOSAL OPENING DATE: May 12, 2015**

**PROPOSAL OPENING TIME: 2:00 P.M.**

COPY

**VILLAGE OF KEY BISCAYNE**

**REQUEST FOR PROPOSALS (RFP)**



**RFP NO. RC 2015-1**

**RECREATION CENTER SECOND LEVEL EXPANSION**

**ABC**

CONSTRUCTION, INC.  
7215 N.W. 7<sup>th</sup> Street  
Miami, FL 33126  
(305) 663 0322 - Phone  
(305) 267 2403 - Fax

## TABLE OF CONTENTS

- A. PROPOSAL FORM/PROPOSER'S CERTIFICATION.** All Proposers are required to submit the total Project cost for their proposal, utilizing the Proposal Form included in this RFP as Exhibit "A" and including the separate proposed cost of Builder's Risk Insurance.
- B. BID SECURITY OR BOND**
- C. EXPERIENCE/WORK REFERENCES.** Experience of the firm must demonstrate evidence of prior construction experience in Florida on private or municipal or governmental projects, defined as governmental administrative offices, schools, community centers and municipal halls and facilities. Indicate the firm's number of years of experience in the required services. Provide a list and description of similar projects satisfactorily completed within the past five (5) years, including demonstrating experience with public agencies, and provide contact name and information of the individual at the respective agency who was responsible for project coordination.
- D. FIRM'S QUALIFICATIONS.** Provide a description of the firm, range of expertise, including the size, years in operation, organizational structure, project manager and key personnel assigned to the Project, demonstrating firm-wide experience and expertise in the area of construction of similar projects. Proposers must have successfully completed at least five (5) projects of a similar size, scope and complexity within the past five (5) years.
- E. QUALIFICATIONS QUESTIONNAIRE.** Completed Questionnaire must be submitted as specified within this RFP. Any attachment must be clearly identified. To be considered, the Proposer must respond to all parts of the Questionnaire in accordance with requirements of RFP. The Questionnaire is included in this RFP.
- F. PROJECT TEAM/MANAGER.** Provide an organizational chart of the Project team, including key personnel, Project Manager and Subcontractors, who will be assigned and directly involved and responsible throughout the duration of the Project. Information shall include the names, title, resumes, qualifications, licenses, expertise and experience with similar projects.
- G. LICENSES/CERTIFICATIONS.** Provide copies of all professional and business licenses required for the Work, as required by all applicable federal, State, County and local agencies, including licenses for the firm and key personnel performing the Work.
- H. PLAN/APPROACH TO WORK.** Describe the Proposer's planned approach and concept for performance of the Work and completion of the Project, including a scope of services which demonstrates an understanding of the Project, integrating industry best practices and cost effectiveness. Explain why the firm's approach and plan would be the most effective and beneficial to the Village and ensure timely completion of the Work.
- I. FINANCIAL.** Proposers must provide a general description of the firm's financial condition, including annual gross receipts and annual payroll, and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the Project. Recognizing the substantial capital required to support this type of Contract, only Proposers with a history of profitability will be considered. (Minimum of 12 consecutive quarters of demonstrated profitability as referenced by audited financial statements). Proposer shall provide the following: a letter from a financial institution stating a current line of credit; indicate current value of all work that the proposer entity has under contract and pending; business construction revenues for the past five (5) years; a current audited financial statement.
- J. SIGNED AND NOTARIZED SINGLE EXECUTION AFFIDAVITS**
- K. ADDITIONAL INFORMATION.** Provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP.
- L. INSURANCE CERTIFICATES.**  
Provide evidence/certificates of insurance of general liability, workers compensation, and automobile liability insurance, as required in this RFP. Evidence/certificates of insurance of other required insurance policies are required to be submitted to the Village prior to commencing construction.
- M. BOND CAPABILITY.** Provide evidence of or capability to provide payment and performance bonds, as required in this RFP.

**A. PROPOSAL FORM/PROPOSER'S CERTIFICATION.** All Proposers are required to submit the total Project cost for their proposal, utilizing the Proposal Form Included in this RFP as Exhibit "A" and including the separate proposed cost of Builder's Risk Insurance.

# BID FORM

Revised 4-28-2015

Recreation Center Second Level Expansion  
Village of Key Biscayne, Florida

## RFP RC 2015-1

By hereby submitting this form it is acknowledged that all information contained herein is truthful to best of the firms knowledge and belief. And by submitting bid certify that the firm is ready, willing and able to perform if awarded the contract.

The Bid presented herein is inclusive of all costs associated with project including all labor, material, overhead, profit, allowances provided by Village, cost associated with replacing or repairing existing conditions, site logistics, taxes, as may be assessed, fees for permits, off-site parking, overtime expense required to meet scheduled completion, supervision and home office expense.

All unit prices are to include all cost related to item including overhead and profit.

Acknowledge Addenda - Initial Below

04/13/15 - JG  
Addendum 1 - Dated

04/28/15 - JG  
Addendum 2 - Dated

Allowance 1	Sprung Wood Dance Floor - Material Only -	\$22,500.00
Allowance 2	Vinyl Flooring - Material Only -	\$27,500.00
Allowance 3	Owner Contingency -	\$75,000.00
Permit Allowance		\$ 15,000.00
L-1	Safety, signage, barricades, police details off site parking.	\$ <u>70,000.00</u>
L-2	Performance and Payment Bonds	\$ <u>19,500.00</u>
L-3	Insurance	\$ <u>20,000.00</u>

**Grand Total Bid - In figures** \$ 1795,000.00

**Grand Total Bid - in words** One Million Seven hundred  
Ninety five thousand & 00/100

APC Construction, Inc  
Name of Firm Submitting Bid.

Authorized Signature

Jorge Gonzalez - President

Title of Authorized Signature

# VILLAGE OF KEY BISCAYNE –RPF RC 2015-1

## ADDENDUM No. 1

APRIL 13,2015



### RECREATION CENTER SECOND LEVEL EXPANSION

Pre Bid Meeting - Attendees List - Attached

Bid Form - Attached

Pre Bid Minutes / Answers to E-Mail RFI's

- 1. Material ONLY Sprung Wood Flooring for Meeting Room 3 is to be carried as Allowance 1 \$22,500.**  
Receipt, installation, finishing and protection are by GC included in base bid.  
The flooring material will consist of 6 mil polyethylene vapor barrier, 9/16" resilient pads, pre-manufactured 3/4" subfloor, 25/32" northern hard maple flooring, associated fasteners, oil based prime sealer and finish coat, 3" x 4" molded vinyl base.  
Installation will be by MFMA Mill Accredited Installation company contracted by GC.
- 2. Material ONLY Vinyl Flooring for Meeting Rooms 1 and 2 is to be carried as Allowance 2 \$27,500.**  
Receipt, installation, finishing and protection are by GC included in base bid.  
The flooring material will be delivered in roll length 65' 7" max (20m) roll width 49" (1.5m) Thickness 0.1" (2.6mm) Weight 7.1 lbs/yd<sup>2</sup> (3.85 kg/m<sup>2</sup>) Colors to be selected may be Black, Gray, Dark  
Installation will be by a firm evidencing expertise in welded vinyl, permanently applied applications. All installation products including adhesives by GC.
- 3. Allowance 3 - \$75,000 – Owner contingency to be used only by Village for additional scope or unforeseen issues which may arise during execution of the project.**
- 4. Reference Section 1.5 Item I. Financial – Evidence of financial stability may include a letter for GC Surety, Reviewed Financial Statement prepared by a Certified Public Account whose signature and statement must appear upon report.**

# VILLAGE OF KEY BISCAYNE –RPF RC 2015-1

## ADDENDUM No. 1

APRIL 13,2015

5. Bid Form is Attached and must be submitted unaltered with RFP package acknowledging receipt of all issued addendum.
6. Official RFP Number is RFP RC 2015-1
7. Any potential bidder that acquired documents from the Village Clerks office and did not receive Sheet LP – 101 may request same by either visiting the Demand Star Site, returning to the Village Hall and requesting the document or call Village Hall Clerk's Office 305-365-1799 and request document be mailed to plans holder.
8. There are No prevailing wage requirements for this project.
9. Disregard any and all referenced to plan sheet A1.01 it does not apply to this project.
10. Fire Sprinkler documents will be by the G.C. in compliance with current code and to match existing conditions. Any cost associated with the design and submission of the fire sprinkler system should be incorporated in GC Bid.
11. Roof curb and related existing hole in roof must be removed and replaced as finished structural floor.
12. Existing Fire Alarm System in Recreation Center is by Simplex Fire Alarm Systems. Replacement systems for the entire complex are welcomed as V.E. Proposals.
13. All technical questions and requests for information must be submitted in writing to [thofferberth@keybiscayne.fl.gov](mailto:thofferberth@keybiscayne.fl.gov) no later than April 21, 2015.
14. All lifting of structural elements must be notified to the Owner Representative a Minimum of 72 hours prior to hoisting. **THE RECREATION CENTER WILL BE IN FULL OPERATION THROUGH OUT THE LIFE OF THE PROJECT.**
15. No construction personnel will be allowed in the Rec. Center unescorted by Village Staff or Representatives.
16. Value Engineering suggestions are solicited by Bidders, all VE suggestions are to be submitted in a separate sealed envelope with the RFP Response. All VE suggestions will be kept in strictest confidence until project is awarded. VE will not be part of the selection process.
17. Strict adherence to SECTION 3 Supplemental Conditions will be required.
18. There is no Village provided transportation or shuttle service outside of the Village limits.
19. Cost of Building Permits will be included in the Bid Proposal, as **Allowance 4**, value be provided in forth coming addendum.
20. Only supervisory personnel can park on project site all other vehicles must part away from the project, no parking for construction personnel is allowed in the Civic Center area nor on public streets adjacent to the construction site.
21. ALL BIDDERS ARE WELCOMED WHO CAN MEET THE FINANCIAL AND PERFORMANCE REQUIREMENTS OF THE VILLAGE, the Village reserves the right to analyze all responses and evaluate contents of same and award to the most responsive Bidder who to the Villages sole discretion will serve the best interests of the Village.
22. Liquidated Damages will be assessed at a rate of \$3,000 per day for the first 30 days after required substantial completion and \$5,000 per day for each day thereafter.

# VILLAGE OF KEY BISCAYNE –RPF RC 2015-1

## ADDENDUM No. 2

APRIL 28, 2015



### RECREATION CENTER SECOND LEVEL EXPANSION

1. **Allowance 4 - \$15,000** – Building permit fee MASTER PERMIT ONLY. All required subcontractor permits are to be included in cost of work and processed and paid by respective subcontractor.
2. Project Specifications are included on plan sheet documents.
3. All questions addressed at Pre Bid were included in Addendum 1
4. All Insurance costs carried by Contractor are to be included on line provided.
5. Flood Zone VE-8, Base Flood Elevation NVGD 8.00', First Floor Elevation 10.00' There is no history of site flooding.
6. Building IS NOT founded on piles.
7. Inspections will be provided by EOR or Village of Key Biscayne. All scheduling is responsibility of General Contractor.
8. See Addendum 1 regarding Financial Statement requirements.
9. There is no Contractor's Questionnaire.
10. Subcontractor job site meeting will occur after award.
11. Roofing to be bid as specified.
12. Minimum R-19

# VILLAGE OF KEY BISCAYNE –RPF RC 2015-1

## ADDENDUM No. 2

APRIL 28, 2015

13. Specification of existing Standing Seam Roof is unknown.
14. Bidders are advised to include a specific listing of Qualifications and Assumptions on which their bid is based.
15. Folding Partition will be faced with standard grade manufacturer vinyl, color and pattern to be selected by Village.
16. Folding Partition IS NOT FIRE RATED, a minimum STC rating of 51 is to be achieved.
17. Tilt Wall panel are to be finished per bid documents and to match existing.
18. No **ROYAL WALL** details are to be provided.
19. **NO LIFTING OF STRUCTURAL ELEMENTS** will be permitted over occupied space. Scheduling of vacated space will be on a case by case basis at the sole discretion of the Village.
20. Bidding schedule WILL NOT BE MODIFIED.
21. A REVISED BID FORM so noted is attached to this Addendum 2.

-END-

**B. BID SECURITY OR BOND**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

ABC Construction, Inc.  
7215 N.W. 7th Street  
Miami, FL 33126

### SURETY:

(Name, legal status and principal place of business)

The Guarantee Company of North America USA  
One Towne Square, Suite 1470  
Southfield, MI 48076

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

The Village of Key Biscayne  
88 West McIntyre Street, Suite 220  
Key Biscayne, FL 33149

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Recreation Center Second Level Expansion

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

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

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

Signed and sealed this 12th day of May, 2015

(Witness)

(Witness)

ABC Construction, Inc.

(Principal)

(Seal)

By:

(Title)

The Guarantee Company of North America USA

(Surety)

(Seal)

By:

(Title) Charles D. Nielson Attorney-in-Fact



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 surely, 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

[Signature of Stephen C. Ruschak]

Stephen C. Ruschak, Vice President

[Signature of Randall Musselman]

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.

[Signature of Cynthia A. Takai]

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 May, 2015.



[Signature of Randall Musselman]

Randall Musselman, Secretary

**C. EXPERIENCE/WORK REFERENCES.** Experience of the firm must demonstrate evidence of prior construction experience in Florida on private or municipal or governmental projects, defined as governmental administrative offices, schools, community centers and municipal halls and facilities. Indicate the firm's number of years of experience in the required services. Provide a list and description of similar projects satisfactorily completed within the past five (5) years, including demonstrating experience with public agencies, and provide contact name and information of the individual at the respective agency who was responsible for project coordination.

**ABC Construction, Inc.**

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

12/10/2014

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

**PENDING PROJECTS**

B O N D	PROJECT NAME	STATUS	PROJECTED START DATE	CONTRACT AMOUNT	PROJECTED TO FINISH
	Joseph Caleb Center New Parking Garage	PENDING TO START	Dec-14	\$ 9,644,840.00	Mar-15

**PROJECTS STARTED AND STILL IN PROGRESS**

	PROJECT NAME	STATUS	BALANCE TO FINISH	CONTRACT AMOUNT	Architect OWNER	COMPLITION DATE
Y	Atlantic Technical Center Replace Front Canopy	WORK IN PROGRESS	75.00%	\$ 356,900.00	School B Broward County / Jason Fair	Nov-14
Y	BHSF Hotel Demolition	WORK IN PROGRESS	4.00%	\$ 394,000.00	Baptist Health South Florida, Inc.	Nov-14
Y	Miami Lakes Optimist Park New Clubhouse	WORK IN PROGRESS	94.00%	\$ 1,515,000.00	Town Clerk, Miami Lakes	Aug-15
Y	Hadley Park Youth Center	WORK IN PROGRESS	88.00%	\$ 6,018,904.19	City of Miami	Mar-15
Y	MIA Dolphin & Flamingo Garages	WORK IN PROGRESS	93.00%	\$ 2,875,000.00	MCM - Nunilla Construction	Aug-17
Y	Alex Orr Water Treatment Plant Switchgear Phase I	WORK IN PROGRESS	80.00%	\$ 1,004,238.21	Miami Dade Water & Sewer/Joaquin	Jul-15
Y	MIA Central Market Place Phase 2 & 3 (Pack B)	WORK IN PROGRESS	1.00%	\$ 10,900.00	MCM - Nunilla Construction	Nov-14
Y	Existing Metrorail Stations Graphic & Signage Retrofit	WORK IN PROGRESS	21.90%	\$ 1,266,278.15	Miami Dade County Transit	Nov-14
Y	Bus Shelters at the Busway & 120 ST Project	WORK IN PROGRESS	11.30%	\$ 453,073.20	Village of Pinecrest	Nov-14
Y	Coral Way Community Center Remodeling	WORK IN PROGRESS	5.00%	\$ 602,800.00	City of Miami	Nov-14
Y	Regional Head Start Center @ Arcola Lakes	WORK IN PROGRESS	8.75%	\$ 4,275,000.00	Miami Dade County-Internal Service	Nov-14
Y	South Campus Soccer Field	WORK IN PROGRESS	5.00%	\$ 1,259,459.00	Broward College / Michael C Hamilton	Nov-14
Y	MIA BACK TERMINAL D-H LSMP LIFE SAFETY PHASE 1	WORK IN PROGRESS	9.70%	\$ 2,477,097.50	Miami Dade Aviation Dept/Mr. Rodriguez	Nov-14

**PROJECTS COMPLETED**

B O N D	PROJECT NAME	CONTRACT PRICE	TYPE OF CONST	LOCATION OF WORK	Name of Owner	YEAR
Y	ENGINE #5 WITH THE EAST PUMP ROOM	\$ 1,002,402.65	Renovations	Miami	Miami Dade Water & Sewer/Joaquin	2014
Y	Crandon Park Marina Entrance, Parking, & Dock Gates	\$ 2,583,729.61	Renovations	Miami	Miami Dade County-Internal Service	2014
Y	METROMOVERS ESCALATOR COVERS & REPLACEMENT	\$ 5,936,556.02	Renovations	Miami	Miami Dade County Transit	2013
Y	GAS PIPE BETWEEN LANDFILL & COGEN BLDG @SDWWTP	\$ 1,782,160.39	Renovations	Miami	Miami Dade Water & Sewer/Joaquin	2013
Y	PAINTING & STUCCO REPAIRS CHAPEL TRAIL ELEMENTARY	\$ 611,744.00	Renovations	Pembroke Pines	The School Board of Broward County / Sonja V. Coley	2013
Y	PONCE DE LEON BLVD / ALHAMBRA CIRCLE LANDSCAPING	\$ 529,050.58	Renovations	Miami	City of Coral Gables / Julia Abrahami	2013
Y	HANMOCKS PAVILLION RENOVATION	\$ 283,634.24	Renovations	Miami	Village of Pinecrest / Leo Llanes	2013
Y	MIA BLDG 861 HANGAR 7 S. BLDG 862 HANGAR 6 UPGRADE	\$ 402,575.00	Renovations	Miami	Mike Gomez Construction	2013
Y	G.T LOHMEYER WWTP BUILDING PARAPET REPAIR	\$ 443,185.00	Renovations	Ft Lauderdale	City of Fort Lauderdale	2013
Y	COOPER CITY LIFT STATION No. 1 REHABILITATION	\$ 250,244.00	Renovations	Cooper City	The City of Cooper City	2013
Y	LAN Cargo Bldg 710 Phase II Cooler Expansion MIA	\$ 1,683,616.00	Renovations	Miami	LAN Cargo S.A	2013
N	MIA - Mech Rm Mezzanine Safety Railings	\$ 6,500.00	Renovations	Miami	Mike Gomez Construction	2012
N	Shenandoah Branch Library Site Enhancements-Landscape	\$ 42,000.00	Renovations	Miami	Miami Dade County-Internal Service	2012
Y	Auditorium Seating Repair & Refurbishing	\$ 135,644.82	Renovations	Miami	The School Board of Broward County	2012
N	MSC-MIA - CONCOURSE F STAINLESS STEEL COLUMNS	\$ 20,000.00	Renovations	Miami	Mike Gomez Construction	2012

ABC Construction, Inc.

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

12/10/2014

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

Y	SEWAGE PUMP STATION # 0522 CONTROL ROOM & ADDITION	\$ 1,310,385.00	Renovations	Miami	Miami Dade Water & Sewer/Gary Clarke	2012
Y	MIA Front Terminal D-H Fire Sprinkler Safety Upgrade	\$ 3,212,980.00	Renovations	Miami	Miami Dade Aviation Dept/Mr. Rodriguez	2012
N	MGC-MIA UPPER & LOWER DRIVE ACCESS IMPROVEMENT (B)	\$ 93,678.00	Renovations	Miami	Mike Gomez Construction	2012
N	MGC-MIA ( C ) 704 MISC REPAIRS BATHROOM DEMO	\$ 68,626.00	Renovations	Miami	Mike Gomez Construction	2012
N	MIA (I) 704 MISC REPAIRS FIRE SPRINKLERS	\$ 40,350.00	Renovations	Miami	Mike Gomez Construction	2012

**PROJECTS COMPLETED**

B O N D	PROJECT NAME	CONTRACT PRICE	TYPE OF CONST	LOCATION OF WORK	Name of Owner	YEAR
N	MIA-FIRE SUPPRESSION SYSTEMS FOR APM EQUIP ROOMS	\$ 29,000.00	Renovations	Miami	National Fire Protection, LLC	2012
N	NEW MARLINS BALLPARK-NAF	\$ 108,876.00	New Const	Miami	National Fire Protection, LLC	2012
N	Marlins - Schindler Elevator	\$ 41,860.00	New Const	Miami	Schindler Elevator	2012
Y	ALHAMBRA WATER TOWER RESTORATION	\$ 270,798.00	Renovations	Coral Gables	City of Coral Gables	2012
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 Perdigo	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 COORS	\$ 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

**ABC Construction, Inc.**

7215 NW 7th Street  
 Miami, FL 33126  
 305-663-0322  
 305-267-2403

12/10/2014

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

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

**PROJECTS COMPLETED**

B O N D	PROJECT NAME	CONTRACT PRICE	TYPE OF CONST	LOCATION OF WORK	Name of Owner	YEAR
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
Y	Homestead Air Base Housing For Homeless	\$ 314,293.00	New Const	Homestead	Camilas House / Pinnacle 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

**D. FIRM'S QUALIFICATIONS.** Provide a description of the firm, range of expertise, including the size, years in operation, organizational structure, project manager and key personnel assigned to the **Project**, demonstrating firm-wide experience and expertise in the area of construction of similar projects. **Proposers must have successfully completed at least five (5) projects of a similar size, scope and complexity within the past five (5) years.**



## STATEMENT OF QUALIFICATIONS

MAIN OFFICE  
7215 NW 7<sup>th</sup> St  
Miami, Florida, 33126  
Phone: (305) 663-0322  
Fax: (305) 267-2403

### **BACKGROUND**

---

ABC Construction Inc. was established in 1990 in the State of Florida. It has been dedicated to quality and has grown to become one of South Florida's best construction companies. Since its inception, ABC Construction has built some of the finest residences, commercial properties and government projects.

One of the most important attributes of this company is the referral received from clients and professionals. Jorge Gonzalez, President and General Contractor of the company states, "The most important part of my work is customer satisfaction; it is the root of our business" and "because of them, we have grown tremendously". The company does not advertise and its client and job base is almost strictly by word of mouth. "This is the best reward for a job well-done", says Mr. Gonzalez. "Without the approval and referral of my clients and colleagues", we would not be here today.

ABC Construction offers a broad range of construction services including high-end custom houses, medium and high rises, retails and commercial shopping centers, airport facilities, demolition, etc. Projects completed include residences built for discriminating clientele such as diplomats and professionals as well as projects in Miami International Airport under the supervision of Miami-Dade Aviation Department for the South and North Terminal Development Programs, renovations for the State of Florida, construction of parks and recreational centers with Miami-Dade County Parks and Recreations. From high-end and custom homes to commercial construction and demolition, ABC Construction, Inc. is one of the most reliable General Contractors in Florida. The company strives to make the project run smoothly from start to finish. Its attention to detail is obvious when walking into a residence or even a demolition project. The workplace is kept clean and the work is completed in a safe and timely manner. 'All of these attributes are what have made ABC Construction, Inc. so successful all of these years'.

ABC Construction is proven a construction company that has established a "can do it well and on time" reputation required of a modern company who partners with their subcontractors and clients. We are a fully licensed, insured, and bonded corporation with demonstrated financial resources, which pride ourselves in our performance in safety, environmental, quality standards, and project management.

## **Mission statement**

ABC Construction will provide quality products and services on time and on budget, while insuring a good working relationship with our subcontractors and clients.

## **KEY PERSONNEL**

---

ABC Construction personnel incorporate a variety of backgrounds, each bringing distinct professional experience to the team. ABC Construction offers the client a balanced "pool" of project managers, field supervisors, and foreman who have experience in the work they manage. These managers provide support for the skilled workers who represent ABC Construction to the client on a day-to-day basis. These include equipment operators, mechanics, skilled laborers, carpenters, electricians, and plumbers, to name a few.

**President** – Jorge Gonzalez is a License General Contractor from the State of Florida since 1990. Mr. Gonzalez has extensive business management experience in a variety of business disciplines, including twenty years of construction experience, project management, field supervision, quality assurance and cost control, budgeting, financial reporting, and forecasting, marketing and staff supervision.

**Office Manager** – Laura Gonzalez has twelve years of administrative/management experience, including twelve years of construction experience. Mrs. Gonzalez is responsible for the day-to-day interface with staff, project leads, vendors, and all levels in the public, private and government sector. She manages the accounting and finance, payment requisitions, administrative requirements from employees, insurance, bonds, coordination with DBE and CSBE programs.

**Lead Estimator** – Jorge Gonzalez has more than twenty years of experience in construction of custom houses and residences & Commercial. Mr. Gonzalez is leading the preconstruction department, and has extensive experience in contract bidding and negotiation with clients.

**Project Manager / Superintendent** – Hertha Korn has several years of diversified engineering experience, including project management, project cost and scheduling, construction inspection, quality control and quality assurance, safety management. For the past two years Hertha Korn has successfully completed all landside and airside projects built at Miami International Airport.

**Assistant Administrative Officer** – Janina Arellano has more than ten years of administrative experience. Mrs. Arellano is in charge of processing all project documentation, admiration and bookkeeping.

**Field Site Supervisor** – Pablo Arcia has over ten years of field construction experience in supervision and personnel management. Mr. Arcia has built end custom houses, high rise framing, drywall, finishes and interiors, schools, parks and airport interior finish packages. Mr. Arcia is a master drywall and interiors installer.

## **CONTACT INFORMATION**

---

Main Office  
7215 NW 7<sup>th</sup> St  
Miami, Florida, 33126  
Phone: (305) 663-0322  
Fax: (305) 267-2403  
Email: [igonzalez@abccconstruction.cc](mailto:igonzalez@abccconstruction.cc)  
[www.abccconstruction.cc](http://www.abccconstruction.cc)

## **HEALTH & SAFETY QUALITY ASSURANCE & QUALITY CONTROL INFORMATION**

---

### **Health & Safety**

Safety is an integral part of our culture. Our Safety Program entails all aspects of safety awareness from general policies, operating practices and procedures, to job-specific training, project planning and hazard analysis. Our obligation for a safe and productive job site requires the understanding, commitment and action by every project team member. The prevention of occupationally induced injuries and illness is of such consequence that it will be given precedence over operating productivity when necessary. To the greatest degree possible, management will provide all mechanical and physical facilities required for personal safety and health in keeping with the highest standards. We will maintain a safety and health program conforming to the best practices of organizations of this type.

### **Safety Philosophy**

ABC Construction's objective is a proactive program implementation that will reduce all safety-related losses to an absolute minimum surpassing the best experiences of operations similar to ours. Our goal is no zero accidents and injuries. It is to be on the left side of zero, managing prevention efforts instead of accidents.

### **Quality Assurance**

The quality and validity of results can only be as good as the quality of data from which they are derived. In order to achieve the highest standards, we go above and beyond to insure quality assurance in our work. All members of ABC Construction are highly qualified and experienced in construction implementation processes. ABC Construction's high standard of reporting back to our clients is our trademark. Through careful analysis and explanation, we will provide a comprehensive breakdown of all quality assurance issues and documentation. Our aim is to help solve problems by actionable recommendations through quality documentation.

## **SERVICE SECTORS**

---

Our principal service sectors are:

### **1. General Construction**

- Civil Site Work
- Design/Build Construction
- Framing and Drywall

## **2. Construction Management of new and restoration for**

- Residential
- Commercial and retail
- Airports Facilities
- Mid rise and High rise buildings
- Parks and recreation
- Institutional

## **3. Demolition**

- Structural/Site
- Concrete
- Interior & Exterior

## **OUR CLIENTS**

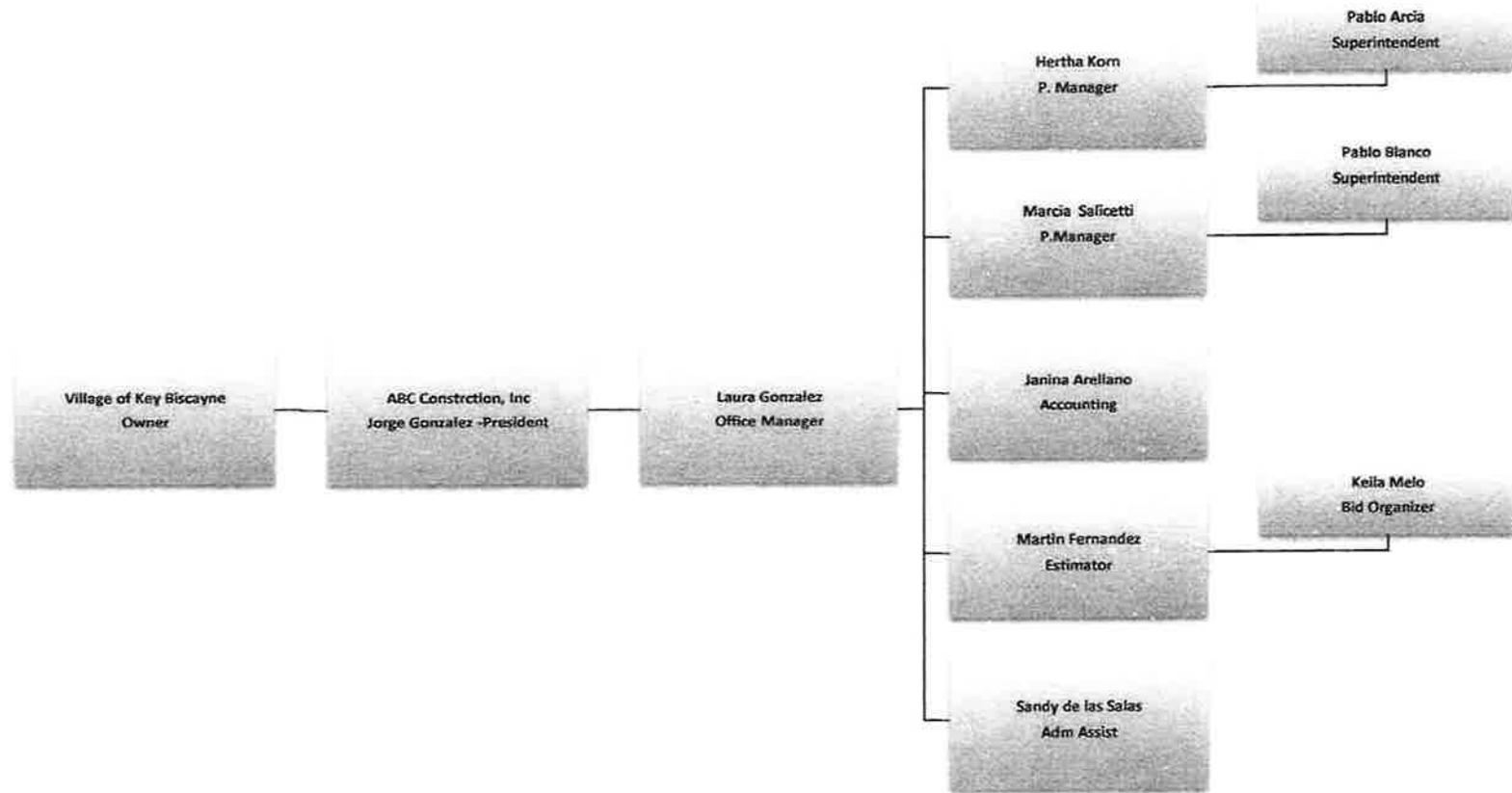
---

### **1. Government Agencies**

- Miami-Dade County Parks and Recreation
- Miami-Dade County Aviation Department
- City of Coral Gables
- City of Miami

### **2. Private Sector**

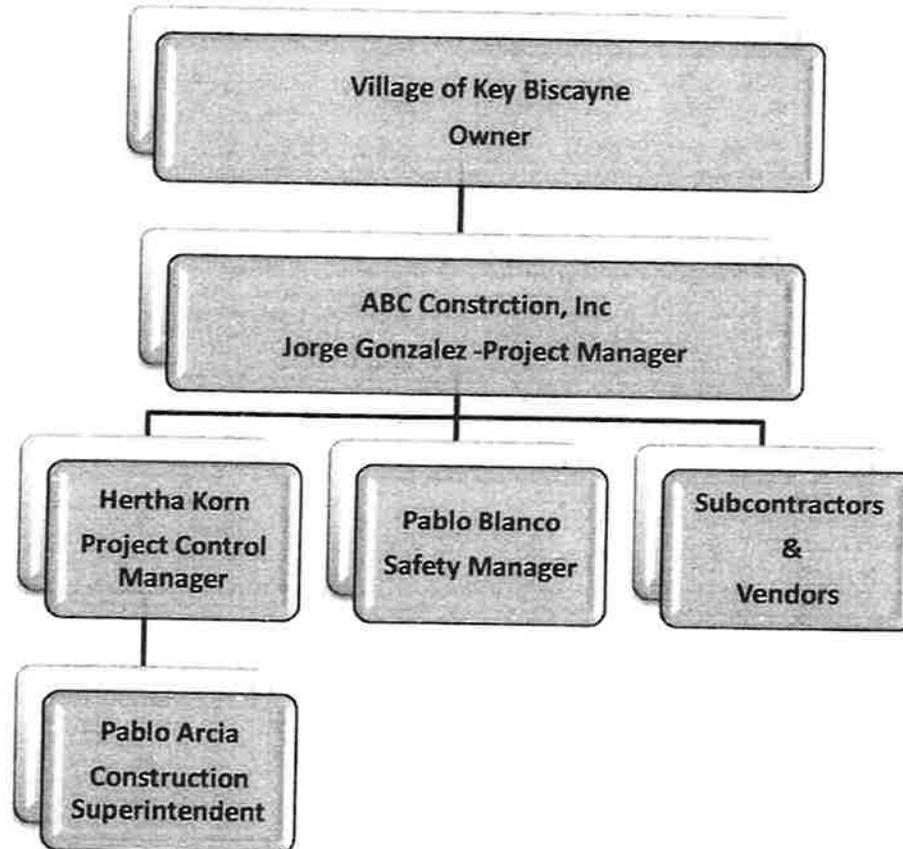
# Organizational Chart



**E. QUALIFICATIONS QUESTIONNAIRE.** Completed Questionnaire must be submitted as specified within this RFP. Any attachment must be clearly identified. To be considered, the Proposer must respond to all parts of the Questionnaire in accordance with requirements of RFP. The Questionnaire is included in this RFP.

**F. PROJECT TEAM/MANAGER.** Provide an organizational chart of the Project team, including key personnel, Project Manager and Subcontractors, who will be assigned and directly involved and responsible throughout the duration of the Project. Information shall include the names, title, resumes, qualifications, licenses, expertise and experience with similar projects.

**Organizational Chart**



# JORGE GONZALEZ

PRINCIPAL IN CHARGE

# ABC

CONSTRUCTION

## EXPERIENCE

Jorge Gonzalez brings more than twenty years experience in construction and construction management in planning, organizing and directing a construction firm. Jorge is specifically skilled in leading a team of professional staff members in developing and constructing projects. Jorge is involved from start to finish in every bid/proposal leading up to the awarded project. He selects team members, works closely with the client on all contract documents, including any general and special conditions, supplying labor, materials, equipment and services needed.

## EXPERIENCE YEARS

23 YEARS

## TYPE OF WORK

GENERAL CONSTRUCTION SERVICES  
(COMMERCIAL, INDUSTRIAL AND  
RESIDENTIAL)

## COST RANGE

\$0-\$40M

## IN WHAT CAPACITY

PRINCIPAL IN CHARGE/PROJECT  
MANAGER.

## CERTIFICATION

STATE OF FLORIDA — CERTIFIED

- GENERAL CONTRATOR.
- PLUMBING CONTRTOR
- HOME INSPECTOR

## PROJECTS

- Crandon Park Marina Entrance, Parking & Dock Gates.
- South Campus Soccer Field.
- LAN Cargo Bldg. 710 Phase II Cooler Expansion MIA.
- MIA Bldg. 861 Hangar 7 & Bldg. 862 Hangar 6 Upgrade.
- MIA Back Terminal D-H LSMP Safety Phase I.
- MGC-MIA Concourse F Stainless Steel Columns.
- Metromovers Escalator Covers & Replacement.
- Gas Pipe Between Landfill & Cogen BLDG. @ SDW/WTP.
- Engine 5 With the East Pump Room
- Sewage pump station # 0522 control room & addition.
- MIA Front Terminal D-H Fire Sprinkler Safety Upgrade .
- Shenandoah branch library .
- Security Enhancement Project @ Opa-Locka.
- Ives Estate Park
- New Prototype Branch Library @ International Mall .
- Haulover Park - Four New Bathrooms .

## EDUCATION

- Florida International University Bachelor Degree, Business Administration
- Miami-Dade Community College
- Coral Gables Senior High School

## LANGUAGES

Fluent in English and Spanish

**HERTHA M. KORN**  
**PROJECT MANAGER**

**ABC**  
**CONSTRUCTION**

**EXPERIENCE**

Over ten years of estimating, Project management and supervising in the construction field. Experience in commercial, residential and special construction such as midrise condominium, hotels, Banks, Restaurants, Retail spaces, Synagogues and residential.

**PROJECTS**

- Metromover Escalator Covers & Replacement
- Island Breeze Condominium
- Temple Beth Orm Renovation
- Chabad of Plantation
- Stadium Corners Shopping Mall
- Villa Toscana
- Signage Prop at Miami International Airport
- INS Pass, 732 J, Café Versailles at Miami International Airport
- Rey's Pizza Restaurants
- Miami Springs Country Club Remodeling
- Commerce Bank Tamiami Branch
- Dorai Meadow Park
- City Hall of Dorai
- WAMU Sheridan
- WAMU Bank Alhambra Coral Gables
- WAMU Bank Brickell Bay View
- WAMU Bank Offices at Brickell Key

**EDUCATION**

Universidad Albert Einstein, San Salvador, El Salvador.  
Bachelor's Degree in Architecture, Graduated in March 1992.  
Colegio Sagrado Corazon (Sacred Heart School), San Salvador, El Salvador, 1970-1983.

**LANGUAGES**

Fluent in English and Spanish

**EXPERIENCE YEARS**

**10 YEARS**

**TYPE OF WORK**

**PROJECT MANAGER.**

**COST RANGE**

**\$0-\$40M**

**CERTIFICATION**

- **BACHELOR'S DEGREE IN ARCHITECTURE**

**PABLO ARCIA**  
SUPERINTENDENT

**ABC**  
CONSTRUCTION

### **EXPERIENCE**

- Construction Supervisor, involved in all aspects of construction, including inspector relations, along with proper organization of subcontractors and finished work, ability to read and interpret engineering and architectural plans and specifications, strong leadership ability and communications skills, experience and ability to coordinate punch out, construction experience in state projects and building for Miami Dade Park and Rec and Miami Aviation Department.

### **PROJECTS**

- \* LAN CARGO BLDG. 710 PHASE II COOLER EXPANSION MIA.
- \* MIA BACK TERMINAL O-H LSMP SAFETY PHASE I.
- \* GAS PIPE BETWEEN LANDFILL & COGEN BLDG. @ SDWWTP.
- \* ENGINE 5 WITH THE EAST PUMP ROOM
- \* SEWAGE PUMP STATION # 0522 CONTROL ROOM & ADDITION
- \* MIA FRONT TERMINAL O-H FIRE SPRINKLER SAFETY UPGRADE
- \* SHEVANDOAH BRANCH LIBRARY
- \* NEW PROTOTYPE BRANCH LIBRARY @ INTERNATIONAL MALL .

### **LANGUAGES**

Fluent in English and Spanish

### **EXPERIENCE YEARS**

15 YEARS

### **TYPE OF WORK**

SUPERINTENDENT.

### **COST RANGE**

\$0-\$20M

## EQUIPMENT LIST

- 2008 - Bobcat 262 Cat
- 2008 - Roller 224 E Cat
- 2014 - Backhoe 430 E Cat
- 2005 - Telehandler 560 Cat
- 2002 - Bobcat 773
- 2014 - Dazer D-3 K
- 2006 - Generator 40 K
- 1999 - Forklift Toyota
- 2008 - (2) Self Propelled Scissor Lift GS-2032
- 2008 - Genie S60
- 2013 - Compressor Sullivan
- 2014 - Loader 826 Cat

# ABC

CONSTRUCTION

7215 NW 7 Street  
Miami, Florida 33142B  
Tel: 305.863.0322  
Fax: 305.867.2403

## TRADE REFERENCES

COMPANY NAME	PHONE
HUGHES SUPPLY	305-477-3045
TAMIAMI RENTALS	305-262-1020
RAMON CARPET & FLOORING	305-554-9007
ADONEL CONCRETE	305-392-5416 Ext # 131
PEOPLE'S PLUMBING	305-885-7473
FLORIDA DEMOLITION	305-333-1109
FPG WHOLESALE	305-266-2296
PROGLASS SYSTEMS	305-639-2634
STATEWIDE ELECTRICAL	305-592-6965

## BANK REFERENCES

REGIONS BANK    ANDREA ABUCHAIBE    305-262-1479  
BANK UNITED    AIMEE LEWINTER    305-712-2888  
TD BANK, NA    PABLO PINO    305-724-4888

## BONDING COMPANY

THE GUARANTEE COMPANY    1 866-403-2944  
OF NORTH AMERICA USA

## BONDING AGENT

NIELSON, HOOVER & ASSOCIATES    CHARLES NIELSON    305-822-7800

## **BUSINESS REFERENCES**

### **MIAMI DADE COUNTY PARK & RECREATION**

Mr. Joel Arango Ph: 305-755-5453  
275 NW 2<sup>nd</sup> Street  
Miami, Fl 33128  
E-mail: [JArango@miamidade.gov](mailto:JArango@miamidade.gov)

### **MCM CORPORATION**

Mr. Alexis Leal  
Ph: 305-541-6869 Ext.36  
6201 SW 70<sup>th</sup> Street 2<sup>nd</sup> Floor  
Miami, Fl 33143  
E-mail: [aleal@mcmcorp.com](mailto: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](mailto:APEREZ@miamidade.gov)

### **MIAMI DADE COUNTY PARK & RECREATION**

Mr. Jay Forni  
Ph: 305-596-4460  
11395 SW 79<sup>th</sup> Street  
Miami, Fl 33128  
E-mail: [j26408@miamidade.gov](mailto: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](mailto:atim@mikegconst.com)

# ABC

CONSTRUCTION

---

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

**MIAMI DADE AVIATION DEPT.**

**Roberto Rodriguez**, Architect-Project Manager  
Facilities Section  
4200 N.W. 36<sup>th</sup> Street Suite 400  
Miami, Florida 33122  
Ph: 305 869-1258  
Fax No: 305 876-7297  
E-Mail: [RWRODRIGUEZ@miami-airport.com](mailto:RWRODRIGUEZ@miami-airport.com)

**CORZO CASTELLO CARBALLO THOMPSON SALMAN, P.A**

Mrs. Eleana Navarro  
Ph. 305-445-2099 X 2276  
901 Ponce de Leon Blvd. Ste 900  
Coral Gables, Fl 33134  
E-mail: [ENAVARRO@c3ts.com](mailto:ENAVARRO@c3ts.com)

**G. LICENSES/CERTIFICATIONS.** Provide copies of all professional and business licenses required for the Work, as required by all applicable federal, State, County and local agencies, including licenses for the firm and key personnel performing the Work.

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

LICENSE NUMBER

CGCA60037

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

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



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

LICENSE NUMBER

CFC1427728

The PLUMBING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

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



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
HOME INSPECTORS LICENSING PROGRAM

LICENSE NUMBER

HI6307

The HOME INSPECTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 468 FS.  
Expiration date: JUL 31, 2016

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



**Local Business Tax Receipt**

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

**LBT**

6706981

**BUSINESS NAME/LOCATION**ABC CONSTRUCTION INC  
7215 NW 7 ST  
MIAMI FL 33126**RECEIPT NO.**RENEWAL  
6980208**EXPIRES  
SEPTEMBER 30, 2015**Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10**OWNER**ABC CONSTRUCTION INC  
Worker(s) 6**SEC. TYPE OF BUSINESS**196 PLUMBING CONTRACTOR  
CFC1427728**PAYMENT RECEIVED  
BY TAX COLLECTOR**\$75.00 08/25/2014  
ECHECK-14-141501

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

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

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

**Local Business Tax Receipt**

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

**LBT**

2751270

**BUSINESS NAME/LOCATION**ABC CONSTRUCTION INC  
7215 NW 7 ST  
MIAMI FL 33126**RECEIPT NO.**RENEWAL  
2882158**EXPIRES  
SEPTEMBER 30, 2015**Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10**OWNER**ABC CONSTRUCTION INC  
Worker(s) 1**SEC. TYPE OF BUSINESS**196 GENERAL BUILDING CONTRACTOR  
CGCA60037**PAYMENT RECEIVED  
BY TAX COLLECTOR**\$75.00 08/25/2014  
ECHECK-14-141497

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

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

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



### Detail by Entity Name

**Florida Profit Corporation**

ABC CONSTRUCTION INC.

**Filing Information**

<b>Document Number</b>	S20422
<b>FEI/EIN Number</b>	650234721
<b>Date Filed</b>	10/12/1990
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address**

7215 NW 7 STREET  
MIAMI, FL 33126

Changed: 02/15/2012

**Mailing Address**

7215 NW 7 STREET  
MIAMI, FL 33126

Changed: 02/15/2012

**Registered Agent Name & Address**

GONZALEZ, JORGE  
7215 NW 7 ST  
MIAMI, FL 33126

Address Changed: 02/15/2012

**Officer/Director Detail**

**Name & Address**

Title PD

GONZALEZ, JORGE  
5300 RIVIERA DR.  
CORAL GABLES, FL 33146

Title VD

GONZALEZ, LILLIAN S  
5300 RIVIERA DR.  
CORAL GABLES, FL 33146

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2012	02/15/2012
2013	03/29/2013
2014	04/18/2014

**Document Images**

<a href="#">04/18/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/29/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/15/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/09/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/19/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/04/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/13/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/18/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/17/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/10/2005 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/09/2004 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/13/2003 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/21/2002 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/12/2001 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/24/2000 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/21/1999 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/21/1998 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/05/1997 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/26/1996 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/19/1995 -- ANNUAL REPORT</a>	View image in PDF format

# *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, 2015, that its most recent annual report/uniform business report was filed on April 22, 2015, and that 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 the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-second day of April,  
2015*



*Ken Detjmer*  
**Secretary of State**

Tracking Number: CC4522511432

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



miamidade.gov

Internal Services Department  
Small Business Development  
111 NW 1 Street, 19<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-3111 F 305-375-3160

CERT. NO: 37  
Approval Date: 11/30/2014 - CSBE Level 3  
Expiration Date: 11/30/2017

December 11, 2014

Mr. Jorge Gonzalez  
ABC CONSTRUCTION, INC.  
7215 NW 7th St  
Miami, FL 33126

Dear Mr. Gonzalez:

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

This CSBE certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date of November 30 for the first and second year of the three year period. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm. Pursuant to the applicable section of the code as listed above, "once your firm has been decertified, your firm shall not be eligible to re-apply for certification for twelve (12) months from the time of the decertification."

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the 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. This letter will be the only approval notification issued for the duration of your firm's three years certification. If the firm attains graduation or becomes ineligible during the three year certification period you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your company is certified in the categories as listed below affording you the opportunity to bid and participate on contracts with goals. 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 goals. You can find the firm's up-to-date certification profile as well as all other certified firms on the Miami Dade County Internal Services Department, Small Business Development Certified Firms' Directory at the website <http://www.miamidade.gov/business/business-certification-programs.asp>.

Thank you for doing business with Miami Dade County.

Sincerely,

  
Gary Hartfield, Division Director  
Small Business Development Division

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)

c: Veronica Clark, SBD





Carlos A. Gimenez, Mayor

November 29, 2012

Department of Regulatory and Economic Resources  
Small Business Development

111 NW 1 Street, 19<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-3111 F 305-375-3160

Mr. Jorge Gonzalez  
ABC CONSTRUCTION, INC.  
7215 NW 7th St  
Miami, FL 33126

Anniversary Date: November 29

Dear Mr. Gonzalez:

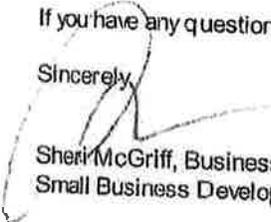
The Miami Dade County Small Business Development (SBD) under Business Affairs, a division of Regulatory and Economic Resources Department (RER), is pleased to notify you of your firm's continuing eligibility as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (UCP) in accordance with 49 CFR Part 23 and 26. Your firm is certified in the categories listed below.

Your DBE certification is continuing from the Anniversary Date listed above, contingent upon your firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in Florida's UCP DBE Directory, which can be accessed through the Florida Department of Transportation's website: [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice) and then selecting "DBE Directory."

If, at any the time, there is a material change in your firm, you must advise this office, by sworn affidavit and supporting documentation, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure on your part to cooperate and will result in action to remove DBE certification.

If you have any questions or concerns, you may contact our office at 305-375-3111

Sincerely,

  
Sheri McGriff, Business Support Services, Director  
Small Business Development

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

- Commercial And Institutional Building Construction
- Industrial Building Construction
- New Housing Operative Builders
- New Multifamily Housing Construction (Except Operative Builders)
- New Single-Family Housing Construction (Except Operative Builders)
- Plumbing, Heating, And Air-Conditioning Contractors
- Poured Concrete Foundation And Structure Contractors
- Residential Remodelers
- Site Preparation Contractors
- Structural Steel And Precast Concrete Contractors
- Water And Sewer Line And Related Structures Construction

cc: Veronica Clark, RER, SBD

*Doing Excellence Every Day*

**BizNet Profile: ABC CONSTRUCTION INC**

<b>Name:</b> ABC CONSTRUCTION INC
<b>Business Description:</b> GENERAL CONTRACTOR
<b>Street:</b> 7215 NW 7TH STREET
<b>City:</b> MIAMI <b>State:</b> FL <b>Zip:</b> 33126-0000
<b>County:</b> DADE <b>District:</b> DISTRICT SIX
<b>Phone:</b> (305) 663-0322 <b>Fax:</b> (305) 267-2403
<b>E-mail:</b> <a href="mailto:lgonzalez@abcconstruction.com">lgonzalez@abcconstruction.com</a>
<b>Work Location:</b>
<b>County:</b> MONROE DADE
<b>District:</b> DISTRICT SIX
<b>Contact:</b> JORGE GONZALEZ
<b>UCP Cert. DBE State Cert.:</b> OBE <b>UCP Certifying Member:</b> MDC
<b>First SC:</b> 735 <b>First NAICS:</b> 236115
<b>2nd SC:</b> 750 <b>3rd SC:</b> 770 <b>4th SC:</b> 522 <b>5th SC:</b> 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:
<b>2nd NAICS:</b> 236116 <b>3rd NAICS:</b> 236117 <b>4th NAICS:</b> 236118 <b>5th NAICS:</b> 23621 <b>6th NAICS:</b> 23622 <b>7th NAICS:</b> 23711 <b>8th NAICS:</b> 23811 <b>9th NAICS:</b> 23812 <b>10th NAICS:</b> 23891 <b>11th NAICS:</b> 23822
<b>ACDBE:</b> No

**NOTE:**  
OBE stands for Other Business Enterprise indicating that the firm is not certified.

- [Return to the Main Menu](#)
- [Back to Search Results](#)

**Florida Department of Transportation 2008.**

**H. PLAN/APPROACH TO WORK.** Describe the Proposer's planned approach and concept for performance of the Work and completion of the Project, including a scope of services which demonstrates an understanding of the Project, integrating industry best practices and cost effectiveness. Explain why the firm's approach and plan would be the most effective and beneficial to the Village and ensure timely completion of the Work.

**PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY**

The initial project planning effort should identify how the project management duties will be delivered throughout the project. ABC Construction’s project manager is responsible for all project related items.

Also referred to as the Pre-Construction Meeting, this is a time for the Project Team ABC Construction, Inc & Village of Key Biscayne to meet to review the project scope, review the work plan and define roles and responsibilities for all team members Project site logistics are discussed, and safety and emergency processes are outlined. The Schedule of Values will be submitting for approval prior to the first payment request

ABC Construction, Inc will comply with the following scope of work as per Construction documents

A complete review of the project scope and drawings should occur to ensure proper understanding before construction begins. Items to review include but are not limited to:

- Contractor’s scope of work and Schedule of Values
- Subcontractor and Material Suppliers
- Baseline construction schedule
- Review of any phasing or special user requests or requirements
- Progress meeting and coordination meeting schedule and attendees
- Issuance of required permits.

**LIST OF PRINCIPALS PERMITS**

<b>PERMIT REQUIRED</b>	<b>PROJECT COMPONENT</b>	<b>PERMITTING ENTITY</b>
Master Building Permit	Building	General Contractor
Electrical	Electrical, exterior and Interior Lighting,	Electrical Contractor
Mechanical	Air Conditioning	Mechanical Contractor
Roofing	Roofing	Roofing Contractor

ABC Construction, Inc is composed of highly experienced construction company with decades of general contracting experience. Combined, the proposed project team has delivered numerous contracting projects. The project team’s successful track record demonstrates a high level of communication and effectiveness to construct projects in the Miami Florida. The Village of Key Biscayne can expect the same from our team. We assure the Village that this project will be completed on or ahead of schedule, within budget, and to the Village of Key Biscayne expectations.

## **C. QUALITY CONTROL**

1. Describe the process and procedures your company will utilize to maximize quality control to ensure the work performed is done in accordance with the plans and specifications, minimizes the need for re-work, and helps ensure that the work performed will minimize the rejection of the work by the permitting entities, and the Village of Key Biscayne representatives.

### **1.0 SCOPE**

The purpose of the QA/QC program is the development and implementation of defect prevention procedures to provide a standard for quality measurement and implement recognition processes that will ensure the successful construction of Interior WILLIAM H. KERDYK TENNIS CENTER RENOVATION.

Adherence to these policies and procedures will provide assurance that all supplies submitted to the Customer conform to contract requirements.

### **1.1 GOALS**

The goals of this QA/QC program are as follows:

- a) Execute scope of work with quality and craftsmanship in a manner that meets and/or exceeds the standards described within the contract documents, drawings and specifications.
- b) Establish quality as a key point for evaluating the means/methods, use and selection of materials, tools and equipment to complete the scope of work.
- c) Establish quality as a personal value that is to be embraced as a daily construction process.
- d) Reasonable establish a "Teamwork" approach with all of the ABC Construction, Inc member organizations.

### **1.2 PRECEDENCE**

Any contradiction, inconsistency, or ambiguity with contract terms and conditions shall be resolved by the following order of precedence and based on fair equitable compensation if required:

- Product Specification
- Drawing
- Pre-printed text of the Contract
- Written directives of the Contract.

## **2.0 REQUIREMENTS**

### **2.1 ORGANIZATION**

A) The Quality Organization of ABC Construction, Inc reports directly to the Quality Control Manager. The organizations within this structure support the QA/QC representatives through their respective specified quality control related activities. The Contractor's QA/QC representative will be the principal coordinator of the organizations activities. The Contractor shall provide specific responsibilities and duties of each staff position within its Organization Structure.

B) ABC Construction, Inc Quality Steering Team

Within the QA/QC organizational structure, a designated Quality Steering Team (QST) will be implemented to oversee the development and implementation of defect prevention, quality measurement, and recognition processes that will support accomplishment of 1.0.

The QST will be represented by the following organization's representative:

- CM's QA Manager or designated QA Representative
- Contractor's Project Executive, Project Manager, Quality Manager and Superintendent.
- PM's Quality Manager
- DP's Quality Manager

### **2.2 PROJECT COMMUNICATION**

Project communications will be accomplished through a variety of weekly meetings to assure the highest standards of quality are maintained throughout the ABC Construction, Inc. Each meeting will be conducted so as to keep the QST informed about the weekly schedule, construction coordination, safety

issues, and any other pertinent items. A Contractor coordination meeting will be held weekly with the management representatives from each Contractor on the project. Participants in this meeting will discuss current project coordination, environmental and safety issues. This meeting will be the primary forum for communication and coordination with CM and the project Contractor / Subcontractor. A Project Progress meeting with the CM, Principal Contractor, and major trade Contractors, along with representatives from QST will also be held weekly to facilitate coordination within these organizations. The agenda items for the site business meeting will include, but not be limited to: the construction schedule, safety, environmental, quality issues, follow up on previous issues, new business, submittals, RFI's and testing inspection status.

The QST will meet monthly to review quality issues and goals and identify candidates for quality recognition awards. Members will discuss ways to improve the quality of ongoing work and how to prevent reoccurring problems in the field.

### 2.3 PROCEDURES

A) The CM's QA representative will oversee the quality process activities of the QST. Quality will be addressed during monthly QST Meetings and weekly Progress and Contractor's Meetings. Reports will be made on the following items:

- Quality showcase process
- Quality recognition process
- Compilation of Lessons Learned by each Contractor's Quality Manager.
- Defect prevention process
- Non-compliance issues
- Any other quality related items

The scope the process also includes initiatives that support these additional areas:

- No disruptions of Village of Key Biscayne operations.
- No security violations.
- No safety/environmental incidents.
- Minimize inconvenience to The Village of Key Biscayne, and public at large.
- No foreign object or disposal on unauthorized areas
- Maintain housekeeping, cleanliness, and temporary provisional amenities to minimize the inconvenience to the public and workforce as well as an exemplary image during the dynamic renovation process.
- Achieve teamwork within and among the participating organizations in order to enhance project synergy, mitigate problems, and establish working relationships that promote a healthy fulfilling workplace.
- Share in the responsibilities of making quality an integral part of all aspects of the ABC Construction, Inc

#### B) Lessons Learned

The principal concept to Lessons Learned is developing a document list of issues of any specific activity performed in executing the work that created any of the following conditions:

- Level of quality below specification criteria on any trade discipline.
- Re-work of any trade work deemed unacceptable by specification/construction document criteria.

The CM's QA Manager will develop a program – wide log Lessons Learned issues. This composite log of information will be shared among each individual Project's Team Management and QST on an on-going basis through the Weekly and Monthly Meeting to prevent similar issues from one project to the next.

#### C) Mock Ups

Mock ups shall be used to establish level for the executions of the work as required by the project specifications and as required by written directive.

#### **D) Quality Recognition**

Trade Contractor workers on the project will be recognized for their accomplishments in terms of quality, safety and schedule. The QST establishes the actual calendar dates for the recognition events. Individual recognition of quality workmanship and attitude may be awarded to project workers/craftsman on a monthly basis. Nominations for quality recognition is accomplished by the foreman of each trade represented on the project, submitting nominee and their contribution to quality process to the QST for consideration.

Recognition of the trade contractor workers may consist of the following:

1. Recognition at the monthly meeting of the QST
2. A letter from the CM's Resident Engineer will be sent to the trade worker's employer, informing company officers of the individual's commitment to quality.
3. The trade worker will receive a certificate of recognition.

Individuals nominated for quality for quality recognition will be reviewed and selected at the QST's monthly meetings.

#### **2.4 Records**

Records of inspections/tests shall be produced to provide objective evidence of compliance to contract directives.

#### **2.5 Document Control/Change Control**

##### **-Procurement Documents**

ABC Construction, Inc Purchasing Dept. at its sole discretion may be responsible for providing procurement documents of the applicable revision to subcontractors. Procurement documents are not subject to recall.

#### **2.6 Sampling Plan**

When sampling inspection of deliverable supplies is applicable, ANSI Z 1.4 or 1.9 shall be used. Whenever a sample quantity contains a defective, the entire lot or batch shall be inspected for nonconforming characteristics and other characteristics that are affected by the nonconformance.

#### **2.7 Procurement Inspection**

Purchased supplies shall be inspected upon receipt, as necessary, to verify conformance with the procurement document(s).

#### **2.8 Inspections**

The inspector shall:

Review contract directives and prepare inspection instructions

Review previous instructions and records for inspection instruction improvements.

Sequence of inspections shall be:

- A) Mock ups
- B) First work in place for each phase of work.
- C) Daily
- D) Above ceiling

#### **2.9 Handling and Storage**

Supplies shall be identified upon completion of inspection operations with Good Material Tag or process document. Purchased supplies pending inspection shall be segregated to the extent of practicable and stored in the "Receiving" area. In process supplies pending inspection shall be stored designated areas. All supplies shall be handled to prevent damage, loss, or substitution.

#### **2.10 Packaging / Shipping**

Inspection instruction shall include provisions for preservation, packaging, packing and marking according to the correct.

### **2.11 Facility Relocation**

ABC Construction, Inc shall notify the customer in writing prior to facility relocation.

### **VALUE ENGINEERING**

Value Engineering is one of the most effective techniques known to identify and eliminate unnecessary costs in product design, testing, manufacturing, construction, operations, maintenance, data, procedures and practices.

If the contract will award to us, our construction team will proceed to analyze any Value engineering in order to reduce the construction cost and increase the quality of the project.

All the alternatives will assessed by evaluating how well they meet the required functions and how great the cost savings will be.

**I. FINANCIAL.** Proposers must provide a general description of the firm's financial condition, including annual gross receipts and annual payroll, and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the Project. Recognizing the substantial capital required to support this type of Contract, only Proposers with a history of profitability will be considered. (Minimum of 12 consecutive quarters of demonstrated profitability as referenced by audited financial statements). Proposer shall provide the following: a letter from a financial institution stating a current line of credit; indicate current value of all work that the proposer entity has under contract and pending; business construction revenues for the past five (5) years; a current audited financial statement.

## SURETY COMPANY & AGENT INFORMATION

### SURETY COMPANY

**The Guarantee Company of North America USA  
One Town Square, Suite 1470  
Southfield, Michigan 48075  
Ph.: 247-281-0281 / Fax: 248-750-0431**

### AGENT INFORMATION

**Nielson, Hoover & Associates, Inc  
8000 Governors Square Blvd. Suite 101  
Miami Lakes, FL 33016  
Ph.: 305-722-2663 / Fax: 305-558-9650  
Contact Person: Charles Nielson**

**FINANCIAL STATEMENT**

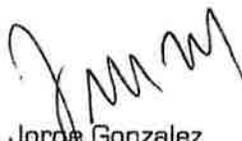
May 12, 2015

To: Village of Key Biscayne

ABC Construction, Inc. will provide financial statement for review at a sit down meeting with ABC Construction representative and Village of Key Biscayne. Once the financial statements have been reviewed, ABC Construction representative will retrieve financial statement back to our office.

If you have any questions, please do not hesitate to contact our office.

Thank you.

  
Jorge Gonzalez  
President

**J. SIGNED AND NOTARIZED SINGLE EXECUTION AFFIDAVITS**

**K. ADDITIONAL INFORMATION.** Provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP.

## COMPANY SAFETY RULES

In order for a safety program to be effective, it is vital that rules be established, monitored by responsible individuals, and implemented by all levels of employment.

The following are some of the general rules applicable to **ABC Construction Inc.** operations that must be pertinent on every project contracted by our company. This is a partial listing only. The pertinent requirements of OSHA Regulations *CFR29, Part 1926 Safety and Health Regulations for Construction with CFR 29 Part 1910 Identified as Applicable to Construction*, also apply in this firm.

### 1. PERSONAL PROTECTION AND RELATED EQUIPMENT

- A. Personal Protective equipment must be worn as prescribed for each job by the supervisor.
- B. Employees must check with their supervisor(s) regarding any portion(s) of their job that they do not understand.
- C. Goggles, face shields, helmets and other comparable equipment are required to fit the eye protection shall be worn when there is any application. Appropriate eye protection shall be worn when there is any possibility of eyes being exposed to foreign materials. It is mandatory that appropriate eye protection be worn when drilling, grinding, sanding, sawing, burning, cutting, welding, chipping, working overhead or cutting into ductwork that is operating and under pressure.
- D. Hard hats must be worn by all employees at all times in all construction work areas.
- E. Gloves are to be used when handling materials, and for protection against acids and other chemicals which could injure employees skin. Welding gloves must be worn during flame cutting, brazing and welding operations.
- F. Respiratory equipment in many cases is needed for protection against toxic and hazardous fumes. Employees must verify with their supervisors which equipment meets the need for breathing safety.
- G. Safety shoes are recommended to help eliminate toe and foot injuries.
- H. The use of safety belts is required when performing elevated work where there is no guard rail protection and on certain suspended scaffolds.
- I. Employees are expected to utilize proper judgment in their personal habits. When they report to work each morning they must be in fit condition to meet daily obligations.

### 2. BARRICADES AND HOLE COVERS

- A. Excavations and operations in working surfaces must be protected with barricades or hole covers.
- B. Barricades and/or signs shall always be provided as warning of hazards such as overhead work, crane swing, and excavations.
- C. When a hole or floor opening is created during the performance of a work activity, a cover or a barricade must be installed immediately.

**3. FIRE PREVENTION**

- A. When utilizing heat producing equipment, make sure that the area is clear of all fire hazards and that all sources of potential fires are eliminated.
- B. Do not use a salamander or other open flamed device in confined or enclosed structures. Vent heaters to the atmosphere and sure they are located an adequate distance from walls, ceilings and floors.
- C. Have fire extinguishers available at all times when utilizing heat-producing equipment.
- D. Know the location of the fire fighting equipment in the work area and have knowledge of its use and application. Use these devises only in cases of fire.
- E. Turn in all fire extinguishers for recharge after each use. Inspect periodically when not in use.

**4. EXCAVATIONS REQUIREMENTS**

**A. Utilities and Pre-Work Site Inspection**

Prior to excavation, the site shall be thoroughly inspected by Site Superintendent and Project Manager to determine if special safety measures must be taken.

**B. Surface Encumbrances**

All equipment, materials, supplies, permanent installations (i.e., buildings or roadways), trees, brush, boulders, and other objects at the surface that could present a hazard to employees working in the excavation shall be removed or supported as necessary to protect employees.

**C. Underground Installations**

- i. The location of sewer, telephone, fuel, electric, water, or any other underground installations or wires that may be encountered during excavation work shall be determined and marked prior to opening an excavation. Arrangements shall be made as necessary by Site Superintendent and Project Manager with the appropriate utility entity for the protection, removal, shutdown, or relocation of underground installations.
- ii. If it is not possible to establish the exact location of these installations, the work may proceed with caution if detection equipment or other safe and acceptable means are used to locate the utility.
- iii. Excavation shall be done in a manner that does not endanger the underground installations or the employees engaged in the work. Utilities left in place shall be protected by barricades, shoring, suspension, or other means as necessary to protect employees.

**D. Protection of the Public**

Barricades, walkways, lighting, and posting shall be provided as necessary for the protection of the public prior to the start of excavation operations.

- i. Guardrails, fences, or barricades shall be provided on excavations adjacent to walkways, driveways, and other pedestrian or vehicle thoroughfares. Warning lights or other illumination shall be maintained as necessary for the safety of the public and employees from sunset to sunrise.
- ii. Wells, holes, pits, shafts, and all similar hazardous excavations shall be effectively barricaded or covered and posted as necessary to prevent unauthorized access. All temporary excavations of this type shall be backfilled as soon as possible.
- iii. Walkways or bridges protected by standard guardrails shall be provided where employees and the general public are permitted to cross over excavations. Where workers in the excavation may pass under these walkways or bridges, a standard guardrail and toeboard shall be used to prevent the hazard of falling objects. Information on the requirements for guardrails and toeboards may be obtained by contacting Site Superintendent.

**E. Protection of Employees**

Stairs, ladders, or ramps shall be provided at excavation sites where employees are required to enter trench excavations over four (4) feet deep. The maximum distance of lateral travel (along the length of the trench) necessary to reach the means of egress shall not exceed 25 feet.

**i. Structural Ramps**

1. Structural ramps used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for access or egress of equipment shall be designed by a person qualified in structural design, and shall be constructed in accordance with the design.
2. Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent movement or displacement.
3. Structural members used for ramps and runways shall be of uniform thickness.

4. Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.
5. Structural ramps used in place of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

ii. Ladders

1. When portable ladders are used, the ladder side rails shall extend a minimum of three (3) feet above the upper surface of the excavation.
2. Ladders shall have nonconductive side rails if work will be performed near exposed energized equipment or systems.
3. Two or more ladders, or a double-cleated ladder, will be provided where 25 or more employees will be conducting work in an excavation where ladders serve as the primary means of egress, or where ladders serve two-way traffic.
4. Ladders will be inspected prior to use for signs of damage or defects. Damaged ladders will be removed from service and marked with "Do Not Use" until repaired.
5. Ladders shall be used only on stable and level surfaces unless secured. Ladders placed in any location where they can be displaced by workplace activities or traffic shall be secured, or barricades shall be used to keep these activities away from the ladders.
6. Non self-supporting ladders shall be positioned so that the foot of the ladder is one-quarter of the working length away from the support.
7. Employees are not permitted to carry any object or load while on a ladder that could cause them to lose their balance and fall.

F. Exposure to Vehicular Traffic

Employees exposed to vehicular traffic shall be provided with, and shall wear warning vests or other suitable garments marked with or made of reflectorized or high-visibility material. Warning vests worn by flagmen shall be red or orange, and shall be reflectorized material if worn during night work. Emergency lighting,

such as spotlights or portable lights, shall be provided as needed to perform work safely.

**G. Exposure to Falling Loads**

No employee is permitted underneath loads being handled by lifting or digging equipment. Employees are required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles provide adequate protection for the operator during loading and unloading operations.

**H. Warning System for Mobile Equipment**

A warning system shall be used when mobile equipment is operated adjacent to the edge of an excavation if the operator does not have a clear and direct view of the edge of the excavation. The warning system shall consist of barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

**I. Hazardous Atmospheres**

Site Superintendent will test the atmosphere in excavations over four (4) feet deep if a hazardous atmosphere exists or could reasonably be expected to exist. A hazardous atmosphere could be expected, for example, in excavations in landfill areas, areas where hazardous substances are stored nearby, or near areas containing gas pipelines.

**J. Personal Protective Equipment**

- i. All employees working in trenches or excavations shall wear approved hardhats and steel-toed shoes or boots.
- ii. Employees exposed to flying fragments, dust or other materials produced by drilling, sawing, sanding, grinding, and similar operations shall wear approved safety glasses with side shields.
- iii. Employees performing welding, cutting, or brazing operations, or are exposed to the hazards produced by these tasks, shall wear approved spectacles or a welding faceshield or helmet, as determined by Site Superintendent.
- iv. Employees entering bell-bottom pier holes or other similar deep and confined footing excavations shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used

to handle materials and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

- v. Employees shall wear, as determined by Site Superintendent, approved gloves or other suitable hand protection.
- vi. Employees using or working in the immediate vicinity of hammer drills, masonry saws, jackhammers, or similar high-noise producing equipment shall wear suitable hearing protection, as determined by Site Superintendent.
- vii. Each employee working at the edge of an excavation six (6) feet or more deep shall be protected from falling. Fall protection shall include guardrail systems, fences, barricades, covers, or a tie-back system meeting OSHA requirements, as determined by Site Superintendent.
- viii. Emergency rescue equipment, such as breathing apparatus, a safety harness and line, and a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may develop during work in an excavation. This equipment shall be attended when in use. Only personnel who have received approved training and have appropriate equipment shall attempt retrieval that would require entry into a hazardous atmosphere. If entry into a known hazardous atmosphere must be performed, then Site Superintendent shall be given advance notice so that the hazards can be evaluated and rescue personnel placed on standby if necessary.

#### **K. Walkways and Guardrails**

Walkways shall be provided where employees or equipment are permitted to cross over excavations. Guardrails shall be provided where walkways, accessible only to on-site project personnel, are six (6) feet or more above lower levels.

#### **L. Protection from Water Accumulation Hazards**

- i. Employees are not permitted to work in excavations that contain or are accumulating water unless precautions have been taken to protect them from the hazards posed by water accumulation. Precautions may include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of safety harnesses and lifelines.
- ii. If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operation shall be monitored by a person trained in the use of that equipment.

- iii. If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation. Precautions shall also be taken to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains shall be reinspected by Site Superintendent after each rain incident to determine if additional precautions, such as special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of safety harnesses and lifelines, should be used.
- iv. Site Superintendent shall inform affected workers of the precautions or procedures that are to be followed if water accumulates or is accumulating in an excavation.

**M. Stability of Adjacent Structures**

Site Superintendent will determine if the excavation work could affect the stability of adjoining buildings, walls, sidewalks, or other structures.

- i. Support systems (such as shoring, bracing, or underpinning) shall be used to assure the stability of structures and the protection of employees where excavation operations could affect the stability of adjoining buildings, walls, or other structures.
- ii. Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to employees shall not be permitted, except when:
  - 1. a support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure;
  - 2. the excavation is in stable rock;
  - 3. a registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or
  - 4. a registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.
- iii. Sidewalks, pavements, and appurtenant structures shall not be undermined unless a support system or other method of protection is provided to protect employees from the possible collapse of such structures.

- iv. Where review or approval of a support system by a registered professional engineer is required, Site Superintendent shall secure this review and approval in writing before the work begins.

**N. Protection from Falling Objects and Loose Rocks or Soil**

- i. Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of:
  - 1. scaling to remove loose material;
  - 2. installation of protective barricades, such as wire mesh or timber, at appropriate intervals on the face of the slope to stop and contain falling material; or
  - 3. benching sufficient to contain falling material.
- ii. Excavation personnel shall not be permitted to work above one another where the danger of falling rock or earth exists.
- iii. Employees shall be protected from excavated materials, equipment, or other materials that could pose a hazard by falling or rolling into excavations.
- iv. Protection shall be provided by keeping such materials or equipment at least two (2) feet from the edge of excavations, by use of restraining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.
- v. Materials and equipment may, as determined by Site Superintendent, need to be stored further than two (2) feet from the edge of the excavation if a hazardous loading condition is created on the face of the excavation.
- vi. Materials piled, grouped, or stacked near the edge of an excavation must be stable and self-supporting.

**O. Inspection by Program Manager**

- i. The Program Manager, Site Superintendent, shall conduct daily inspections of excavations, adjacent areas, and protective systems for evidence of a situation that could result in possible cave-ins, failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by Site Superintendent prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard-

increasing occurrence. These inspections are only required when the trench will be or is occupied by employees.

- ii. Where the Site Superintendent finds evidence of a situation that could result in a possible cave-in, failure of protective systems, hazardous atmosphere, or other hazardous conditions, exposed employees shall be removed from the hazardous area until precautions have been taken to assure their safety.
- iii. Site Superintendent shall maintain a written log of all inspections conducted. This log shall include the date, work site location, results of the inspection, and a summary of any action taken to correct existing hazards.

## **5. PROTECTIVE SYSTEM REQUIREMENTS FOR EXCAVATIONS**

### **A. Protection of Employees**

- i. Employees in an excavation shall be protected from cave-ins by using either an adequate sloping and benching system or an adequate support or protective system. The only exceptions are:
  - 1. excavations made entirely in stable rock; or
  - 2. excavations less than five (5) feet in depth where examination of the ground by Site Superintendent provides no indication of a potential cave-in.
- ii. Protective systems shall be capable of resisting all loads that could reasonably be expected to be applied to the system.

### **B. Design of Sloping and Benching Systems**

The slope and configuration of sloping and benching systems shall be selected and constructed by Site Superintendent in accordance with the following options:

- i. Allowable configurations and slopes
  - 1. Excavations shall be sloped at an angle no steeper than one and one-half (1 ½) horizontal to one (1) vertical (34 degrees measured from the horizontal), unless one of the options listed below is used.
  - 2. Slopes shall be properly excavated depending on soil type as shown in 29 CFR 1926, Subpart P, Appendix B.
- ii. Determination of slopes and configurations using 29 CFR 1926, Subpart P, Appendices A and B

The maximum allowable slopes and allowable configurations for sloping and benching systems shall meet the requirements set forth in these appendices.

iii. Designs using other tabulated data

The design of sloping or benching systems may be selected from, and shall be constructed in accordance with, other tabulated data, such as tables and charts. The tabulated data used must be in written form and include the following:

1. Identification of the factors that affect the selection of a sloping or benching system.
2. Identification of the limits of the use of the data, including the maximum height and angle of the slopes determined to be safe.
3. Other information needed by the user to make correct selection of a protective system.
4. At least one copy of the tabulated data that identifies the registered professional engineer who approved the data shall be maintained at the jobsite during construction of the protective system. After that time, the data may be stored off the jobsite, and shall be maintained by Site Superintendent.

iv. Design by a registered professional engineer

1. Sloping or benching systems designed in a manner other than those described in the preceding three options shall be approved by a registered professional engineer.
2. Designs shall be in written form and shall include at least the following information:
  - a. the maximum height and angle of the slopes that were determined to be safe for a particular project; and
  - b. the identity of the registered professional engineers who approved the design.
3. At least one copy of the design shall be maintained at the jobsite while the slope is being constructed. After that time, the design may be stored off the jobsite, and shall be maintained by Site Superintendent.

C. Design of Support, Shield, and Other Protective Systems

The design of support systems, shield systems, and other protective systems shall be selected and constructed by Site Superintendent in accordance with the following requirements:

- i. Designs using 29 CFR 1926, Subpart P, Appendices A, C and D
  1. Timber shoring in trenches shall be designed in accordance with the requirements of the OSHA guidelines.
  2. Aluminum hydraulic shoring shall be designed in accordance with the manufacturer's tabulated data or the requirements of the OSHA guidelines.
- ii. Designs using manufacturer's tabulated data
  1. Support systems, shield systems, and other protective systems designed from manufacturer's tabulated data shall be constructed and used in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.
  2. Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall be allowed only after the manufacturer issues specific written approval.
  3. Manufacturer's specifications, recommendations, and limitations, as well as the manufacturer's written approval to deviate from the specifications, recommendations, and limitations, shall be kept in written form at the jobsite during construction of the protective system(s). After that time, the information may be stored off the jobsite, and shall be maintained by Site Superintendent.

iii. Designs using other tabulated data

Designs of support systems, shield systems, and other protective systems shall be selected from and constructed in accordance with tabulated data, such as tables and charts.

1. The tabulated data shall be in written form and shall include all of the following:
  - a. identification of the factors that affect the selection of a protective system drawn from such data;

- b. identification of the limits of the use of such data; and
    - c. information needed by the user to make a correct selection of a protective system from the data.
  - 2. At least one written copy of the tabulated data, which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time, the data may be stored off the jobsite, and shall be maintained by Site Superintendent.
- iv. Design by a registered professional engineer

Support systems, shield systems, and other protective systems designed in a manner other than the preceding three options shall be approved by a registered professional engineer.

- 1. Designs shall be in written form and shall include:
  - a. a plan indicating the sizes, types, and configurations of the materials to be used in the protective system; and
  - b. the identity of the registered professional engineer who approved the design.
- 2. At least one copy of the design shall be maintained at the jobsite during construction of the protective system. After that time, the design may be stored off the jobsite, and shall be maintained by Site Superintendent.

**D. Materials and Equipment**

- i. Materials and equipment used for protective systems shall be free from damage or defects that might affect their proper function.
- ii. Manufactured materials and equipment used for protective systems shall be used and maintained in accordance with the recommendations of the manufacturer, and in a manner that will prevent employee exposure to hazards.
- iii. When materials or equipment used for protective systems are damaged, Site Superintendent shall ensure that these systems are examined by a competent person to evaluate suitability for continued use. If the competent person cannot assure that the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be removed from service. The material or equipment shall then be evaluated and

approved by a registered professional engineer before being returned to service.

**E. Installation and Removal of Supports**

**i. General**

1. Members of support systems shall be securely connected together to prevent sliding, falling, kickouts, or other potential hazards.
2. Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support systems.
3. Individual members of the support systems shall not be subjected to loads exceeding those that they were designed to support.
4. Before temporary removal of individual support members begins, additional precautions shall be taken as directed by Site Superintendent to ensure the safety of employees (i.e., the installation of other structural members to carry the loads imposed on the support system).
5. Removal of support systems shall begin at, and progress from, the bottom of the excavation. Members shall be released slowly. If there is any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation, the work shall be halted until it can be examined by Site Superintendent.
6. Backfilling shall progress in conjunction with the removal of support systems from excavations.

**ii. Additional Requirements**

1. Excavation of material to a level no greater than two (2) feet below the bottom of the members of a support system is allowed, but only if the system is designed to resist the forces calculated for the full depth of the trench. There shall be no indications of a possible loss of soil from behind or below the bottom of the support system while the trench is open.
2. Installation of a support system shall be closely coordinated with the excavation of trenches.

**F. Sloping and Benching Systems**

Employees are not permitted to work above other employees in the faces of sloped or benched systems, except when employees at lower levels are protected from the hazards of falling, rolling, or sliding material or equipment.

**G. Shield Systems**

**i. General**

1. Shield systems shall not be subjected to loads that are greater than those they are designed to withstand.
2. Shields shall be installed in a manner that will restrict lateral or other hazardous movement of the shield and could occur during cave-in or unexpected soil movement.
3. Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.
4. Employees are not permitted in trenches when shields are being installed, removed, or moved vertically.

**ii. Additional Requirements**

1. Excavation of material to a level no greater than two (2) feet below the bottom of the shield system is allowed, but only if the system is designed to resist the forces calculated for the full depth of the trench.
2. There shall be no indications of a possible loss of soil from behind or below the bottom of the shield system while the trench is open.

**6. COMPRESSED GAS CYLINDERS**

- A. All gas cylinders shall have their contents clearly marked on the outside of each cylinder.
- B. Cylinders must be placed and secured in an upright position, including storage and transfer.
- C. Cylinder valves must be protected with caps or guards when not in use.
- D. All leaking or defective cylinders must be removed from service promptly, tagged as inoperable and placed in an open space from the work area.
- E. All operators are required to inspect equipment prior to utilization.

- F. Oxygen and gas cylinders placed in storage are to be kept 20 feet apart or have the fire barrier between them.
- G. Full and empty cylinders are to be stored separately and protected from excess heat, snow, ice or physical damage.

**7. HOUSEKEEPING**

- A. Proper housekeeping is the foundation for the safe work environment. It definitely prevents accidents and fires, as well as creating a business-like work area.
- B. Pile or store materials in a stable manner so that they will not be subject to falling.
- C. Rubbish, scraps and debris shall be removed from the work area as soon as practical.
- D. It is not permissible to leave materials and supplies in stairways, walkways, near floor openings or at the edge of the building when exterior walls are not built.

**8. LADDERS AND SCAFFOLDS**

- A. All employees are obligated to check to see that ladders are free from defects prior to use. Ladders must have safety feet.
- B. Straight ladders must be tied off, held or nailed down for stability.
- C. Erection crews must check scaffold members during erection. Defective parts are not to be used for scaffold fabrication.
- D. All working decks of scaffolds shall be provided with proper handrails, midrails and toeboards. If this is not possible, then at all times safety belts must be worn by employees working on the scaffold if 6 feet above floor.
- E. Planks shall extend over their end support to not less than 6 inches not more than 12 inches.
- F. Tube and frame scaffolds must be tied to the structure at intervals of 30 feet horizontally and 26 feet vertically.
- G. The height of mobile scaffolds shall not exceed four times the base dimension, and the casters shall have positive locking devices.

**9. RIGGING**

- A. Good rigging is essential for moving construction materials and equipment and, at the same time, keeping them under control.
- B. Never swing loads over the heads of workers in the area.
- C. Only trained flagmen and signalmen are to direct operation, using hand signals established as standards for the industry.
- D. Tag lines must be used to control loads and keep workers away.
- E. Do not overload any part of your rigging. Check loads just off the ground for stability before hoisting.
- F. Never leave a suspended load unattended without securing it.
- G. Never allow loads, booms or rigging to approach within 10 feet of energized electrical lines rated 50 KV, follow OSHA regulations.

- H. Always operate cranes on firm level ground or use mats, particularly for near capacity lifts.
- I. Rope off or barricade a space 360 degrees around all cranes operating on your jobsite to the extent of the swing radius of the near rotating structure.

**10. WELDING AND BURNING**

- A. Always clear area below cutting of welding operations so that you do not drop slag on hoses, cables or employees.
- B. Use leak proof welding helmets and burning goggles for the eye protection and to prevent flash burns. Always wear eye protection to guard against slag while chipping, grinding, and dressing of welds.
- C. Use only manual electrode holders specifically designated for arc welding.
- D. Make sure that all parts subject to electrical current are fully insulated against the maximum voltage encountered on ground.
- E. A ground return cable shall have a safe current carrying capacity equal to, or exceeding, the specified maximum output capacity or the arc welding unit that it services.
- F. Place cables, lads and connections so that there are no fore or tripping hazards.
- G. Shield all arc welding and cutting operations with noncombustible or flameproof screens wherever practical.
- H. Keep suitable fire extinguishers readily available when welding, cutting or heating on the job.
- I. Be sure that proper ventilation is provided whenever welding, cutting or hating is performed in a confined space.

**11. TOOLS**

- A. It is mandatory that the right tool be utilized for the job and that it be used in a correct manner.
- B. Kept tools in good working conditions. Damaged, worn or ineffective tools can cause injuries, and shall not be used.
- C. Do not use tools until you have been properly instructed and authorized to do so.
- D. Never remove machinery or equipment guards without authorization.
- E. Never make repairs to tools or equipment unless authorized by your supervisor.
- F. Inspect electrical extension cords and other wiring to be certain they are properly insulated. Do not use frayed or damaged cords.
- G. Take special precautions when using power tools on a scaffold or other locations with limited movement area. Get a good footing, use both hands, keep cords clear of obstructions, and do not over reach.
- H. Be sure that a power tools is off and motion stopped before setting tool down.
- I. Disconnect tools from power source before changing drill, blades or bits or attempting repair or adjustment. Never leave a running tool unattended.
- J. Do not use compressed air for cleaning purposes except when pressure is reduced to less than 30 psi and then only with effective chip guarding and proper personnel protective equipment.

**12. INDUSTRIAL HYGINE AND OCUPATIONAL HEALH**

- A. Potable water will be provided at all sites in approved closed containers disposable cups.
- B. Toilets will be provided as required for the number of workers, with self closing doors, latch, and toilet paper.
- C. First aid kits will be provided at ach job site.
- D. Employees must be protected against exposure to injurious sound levels by controlling exposure or by use of the proper personal protective equipment.
- E. Employees must be protected against exposure to ionizing (X-ray, radioactive) and non-ionizing (laser beam) radiation.
- F. Protection against exposure to harmful gasses, fumes, dust, and similar airborne hazards must be furnished through proper ventilation or personal respiratory equipment.

**13. MOTOR VEHICLES AND MECHANIZED EQUIPMENT**

- A. Supervisory personnel shall inspect all machinery and equipment prior to each use, and during use to make sure it is in safe operating condition.
- B. Rated load capacities and recommended rules of operation shall be conspicuously posted on all equipment at the operator's station.
- C. Wire rope shall be taken out o service when on of the following conditions exist:
  - i. In running ropes, 6 random distributed broken wires in on lay o 3 broken wires in one strand or one lay
  - ii. Wear of on-third the original diameter on outside individual wires.
  - iii. Kinking, crushing, hoist caging, heat damage, or any other damage resulting in distortion of the rope structure
  - iv. In standing ropes, more than two broken wires in one lay in sections beyond end connections, or more than one broken wire at an end connection
- D. When vehicles or mobile equipment are stopped or parked, parking brakes shall be set. Equipment on inclines shall have wheels chocked as well as having parking brakes set.

## 14. FIRST AID PROCEDURES

### Please Note:

**In all cases requiring emergency medical treatment, immediately call, or have a co-worker call, to request medical assistance.**

#### Minor First Aid Treatment

If you sustain an injury or are involved in an accident requiring minor first aid treatment:

- A. Inform your supervisor.
- B. Administer first aid treatment to the injury or wound.
- C. If a first aid kit is used, indicate usage on the accident investigation report.
- D. Access to a first aid kit is not intended to be a substitute for medical attention.
- E. Provide details for the completion of the accident investigation report.

#### Non-Emergency Medical Treatment

For non-emergency work-related injuries requiring professional medical assistance:

- A. Inform your supervisor.
- B. Proceed to the posted medical facility. Your supervisor will assist with transportation, if necessary.
- C. Provide details for the completion of the accident investigation report.
- D. Management will report the injury to the insurance company within 24 hours.

#### Emergency Medical Treatment

If you sustain a severe injury requiring emergency treatment:

- A. Call for help and seek assistance from a co-worker.
- B. Use the emergency telephone numbers and instructions posted next to the telephone in your work area to request assistance and transportation to the local hospital emergency room.
- C. Provide details for the completion of the accident investigation report.
- D. Management will report the injury to the insurance within 24 hours.

#### First Aid Training

Each employee will receive training and instructions from his or her supervisor on our first aid procedures.

## **14. ACCIDENT INVESTIGATION**

### **Accident Investigation Procedures**

An accident investigation will be performed by the supervisor at the location where the accident occurred. The safety coordinator is responsible for seeing that the accident investigation reports are being filled out completely and that recommendations generated as a result of the investigation are being addressed. Supervisors will investigate all accidents resulting in an employee injury using the following investigation procedures:

- A. Review the equipment, operations, and processes to gain an understanding of the accident situation.
- B. Identify and interview each witness and any other person who might provide clues to the accident's causes.
- C. Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
- D. Complete the accident investigation report.
- E. Provide recommendations for corrective actions.
- F. Implement temporary control measures to prevent any further injuries to employees.
- G. Indicate the need for additional or remedial safety training.

Accident investigation reports must be completed and submitted to the safety coordinator within 24 hours of the accident.

### **Accident Recordkeeping Procedures**

The safety coordinator will control and maintain all employee accident and injury records. Records are maintained for a minimum of three (3) years and include:

- A. Accident investigation reports.
- B. Workers' compensation notice of injury reports.

To help identify injury trends, the safety coordinator will record employee injuries and illnesses on a log or tracking form such as the OSHA 300 Log of Work-Related Injuries and Illnesses. Trending will be used to identify and develop corrective actions that will prevent similar work-related injuries and illnesses from occurring.

## **15. SAFETY MEETINGS**

Supervisors will conduct monthly safety meetings with their employees. The safety coordinator should provide supervisors with safety topics and discussion items each month. In addition to the safety topic, supervisors may discuss other items such as recent accidents and injuries, results of safety inspections, and revisions of safety policies and procedures.

Documentation will be maintained of each employee safety meeting. It should contain the subjects discussed as well as an attendance sheet.

Following the safety meeting, supervisors will observe employees performing job tasks associated with the safety topic item discussed in order to see whether or not they are following the safe procedures, they will be encouraged to continue to do so. Those found not following the procedure will receive correcting feedback.

When meetings are held periodically, there is always the danger that they will become dull and routine. We will continuously review and improve our meeting plans to prevent this from happening.

Supervisors will follow the below plan of action to ensure successful safety meetings are conducted:

**Preparing for the Meeting**

- A. Supervisors will conduct frequent inspections of the various areas and work practices and note any unsafe acts being performed or unsafe conditions that need to be corrected.
- B. Supervisors will select an unsafe act or condition to be used as a Safety Meeting topic for the benefit of all. A safety meeting can help identify and eliminate hazards before accidents occur.

**Conduct the Meeting**

- A. Supervisors will discuss only one topic per meeting.
- B. Allow employees to discuss why the situation occurs.
- C. Reach an agreement with employees on how to eliminate or control the situation.

**Keep a Record of the Meeting**

- A. Copies of the monthly safety meeting report forms will be sent to the Safety Coordinator. The supervisor should keep originals in his or her area.

**16. SAFETY INSPECTIONS**

Inspections provide an opportunity to survey the work place to detect potential hazards and correct them before an accident occurs. Typically, inspections are made to identify physical hazards at the worksite, however, the work practices of employees will also be observed during the inspections. Supervisors will observe employees to determine if they are performing their jobs in accordance with safe job procedures.

**Continuous Monitoring**

Safety is the responsibility of each and every employee. Continuous, informal inspections should be conducted by employees, supervisors, and maintenance personnel as part of their regular job responsibilities. These are the personnel who are most familiar with worksite operations and machinery. Our employees are a valuable source of information on work place hazards and we look to them for assistance in formulation practical workplace controls.

Supervisor must continually monitor their work areas. On a daily basis, they will check that:

- A. Employees are following safe work procedures.
- B. Machinery and tools are in good condition.
- C. Machine guards are in position.
- D. Material is stored properly.
- E. Aisles, walkways, and exit passageways are clear and accessible.

**Periodic/Scheduled Safety Inspections**

Periodic/scheduled inspections are formal, documented inspections that will be done on a regular basis at scheduled intervals. These inspections will be performed using prepared survey forms or checklists. Depending on the job tasks being performed and worksite conditions, they will be done weekly, monthly, quarterly, semi-annually, annually, or at other predetermined intervals.

## **FALL PROTECTION**

*All employees and visitors must be protected from fall hazards resulting from the construction process*

All employees exposed to fall hazards must be protected from falls of 6 ft. or greater. This applies to all employees and excluded only when the employee has established that employees are inspecting investigating or assessing workplace conditions prior to the actual start of work or after the work has been completed.

Guardrails, nets, hole covers or personnel fall arrest equipment must be used to protect such fall exposure as:

1. Walking / working surfaces
2. Floor holes
3. Wall openings
4. Skylight openings
5. Work platforms / scaffolds
6. Steel erection

Anchorage points for fall protection must be able to support a 5000 lb pr worker attached.

Improper anchorage points are:

1. Conduit
2. Guardrails
3. Plumbing
4. Roof stacks, vents
5. Light fixtures
6. Ladders and scaffolding

All employees exposed to potential fall hazards must receive training in hazard recognition, fall protection measures, safety policy, how to properly wear and use fall personal fall arrest equipment, and proper anchorage points.

### **Stairways, Handrails and Ladders**

1. Whenever there is a break in elevation of 19 inches or more a stairway, ramp, ladder or other safe means of access must be provided.
2. All stairways with 4 or more steps or rising more than 30 inches must have at least one standard handrail from the bottom to the top of the stairway. Each unprotected side must have a stair rail.

3. Stairways landings with unprotected sides and edges must be protected with standard guardrails.
4. Job made ladders must be constructed for their intent use. Cleats must be inserted into side rails  $\frac{1}{2}$  inch, or filled blocks used. Cleats must be uniformly spaced every 12 inches.
5. No damaged ladder may be used.
6. Metal ladders may not be used near electrical sources here contact could occur.
7. Single rail ladders are prohibited.
8. Portable ladders must be set up so that the base of the ladder is set out at a distance from the wall equal to  $\frac{1}{4}$  the working length of the ladder.
9. All workers must maintain a 3 point contact on ladders at all time. At no time may employees carry tools or materials up ladders.
10. Ladders must be tied off at the top wherever possible. At a minimum, portable ladders must have feet to prevent slippage at the bottom.
11. When ladders are used or access to an upper elevation, the side rails must extend a least 36 inches above the landing.
12. Stepladders must be opened fully with side braces locked. Under no circumstance, may employees work above the second rung from the top of stepladders.

#### **Floor Holes**

1. All floor holes over 2 inches in diameter that pose a fall or tripping hazard must be protected with guardrails or floor hole covers.
2. Where floor hole covers are used they must be strong enough to support 2 times the intended load of workers, material, and or equipment.
3. Floor hole covers must be secured with nails or screws to prevent accidental displacement.
4. Floor hole covers must be either color coded or marked with the work **HOLE OR COVER** to provide warning of the hazard.
5. When the floor hole cover is not in place, the hole or skylight must be protected by a standard guardrail system.

ABC CONSTRUCTION INC.

DRUG FREE PROGRAM

## AN OPEN LETTER TO THE EMPLOYEES OF

ABC CONSTRUCTION INC

---

(Company Name)

We have come to recognize that substance abuse is an on-the job problem, as well a social problem, for all of us. We believe abuse of alcohol and use of illegal drugs endangers the health and safety of the abusers and of others around them.

This company has committed to creating and maintaining a drug-free workplace without jeopardizing the job security of valued, but troubled, employees, provided they are prepared to help us help them.

Our policy now formally states that substance abuse will not be tolerated during working hours or on the company premises, including job sites. This prohibition includes the possession, use or sale of illegal drugs or alcohol.

Employees who are found to be under the influence of illegal drugs or alcohol or who violate this policy in other ways are subject to disciplinary action, which may include termination. Because of the serious nature of these violations, each individual case will be thoroughly investigated to determine the appropriate course of action.

It is important that all of us work together to deal with substance abuse and other personal problems to make a safer and even more rewarding place to work.

Sincerely,

Jorge Gonzalez  
President

**AFFIRMATIVE ACTION POLICY  
FOR  
EQUAL EMPLOYMENT & SUBCONTRACTOR OPPORTUNITY**

Affirmative Action / Equal Employment & Subcontractor Opportunity - Policy Statement

It is the policy of **ABC Construction, Inc.** to base its hiring and promotions on merits, qualifications and competency and that its personnel practices will not be influenced by applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principles at **ABC Construction, Inc.** is to ensure that the following personnel practices are being satisfied:

- 1- Take every necessary affirmative action to attract and retain qualified employees & Subcontractors regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
- 2- Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees & Subcontractors.
- 3- Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees & Subcontractors, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

**ABC Construction, Inc.** is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees & Subcontractors and applicants' opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management, and so, to monitor our efforts, **ABC Construction, Inc.** has the president as Affirmative action Director to monitor all the activities of this program.

Employees may contact Jorge Gonzalez at 305-663-0322 regarding this Affirmative Action Policy.

Date: May 12, 2015

Signature and Title:  / President

**L. INSURANCE CERTIFICATES.**

Provide evidence/certificates of insurance of general liability, workers compensation, and automobile liability insurance, as required in this RFP. Evidence/certificates of insurance of other required insurance policies are required to be submitted to the Village prior to commencing construction.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/08/15

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

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

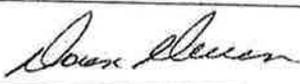
<b>PRODUCER</b> Hemisphere Insurance Group 11401 SW 40 St Ste 340 Miami, FL 33165 Phone (305) 501-2801 Fax (305) 553-9010		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (305) 501-2801 FAX (A/C, No): (305) 553-9010 E-MAIL ADDRESS: hemisphereinsgrp@aol.com	
<b>INSURED</b> ABC CONSTRUCTION INC 7215 NW 7 ST MIAMI, FL 33126 (305) 663-0322		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: FWCJUA - TRAVELERS	NAIC # 02520
		INSURER B: EVANSTON INS COMPANY	35378
		INSURER C: LANDMARK INS COMPANY	33138
		INSURER D: ROCKHILL INSURANCE COMPANY	28053
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		3C05813	04/14/2015	04/14/2016	EACH OCCURRENCE \$ 1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.00						
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		LHA067320	04/14/2015	04/14/2016	PERSONAL & ADV INJURY \$ 1,000,000.00
	GENERAL AGGREGATE \$ 2,000,000.00						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6FR13UB9862L11314	12/19/2014	12/19/2015	POLLUTION LIMIT \$ 1,000,000.00
	E.L. EACH ACCIDENT \$ 1,000,000.00						
D	<b>POLLUTION/ENVIRONMENTAL</b>			ENVP002687-01	04/24/2015	04/24/2016	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00						
							\$1,000,000

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

<b>CERTIFICATE HOLDER</b> VILLAGE OF KEY BISCAYNE 88 WEST MCINTYRE STREET KEY BISCAYNE, FL 33149	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/30/2015

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

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

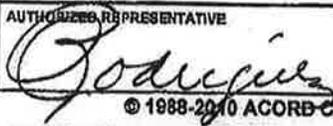
<b>PRODUCER</b>  <b>ILEANA CABRERA-RODRIGUEZ INS. AGENCY INC.</b> 1925 PONCE DE LEON BLVD. CORAL GABLES, FL 33134	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 305-528-9966 FAX (A/C No.): 305-528-2856 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>ABC CONSTRUCTION</b> 7215 NW 7TH ST MIAMI, FL 33126	<b>INSURER A:</b> State Farm Mutual Automobile Insurance Company NAIC # 26178	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<b>C14-5825-B01</b> <b>C65 3744-B01</b> <b>028 8901-B01</b> <b>036 3117-B01</b>	<b>02/01/2018</b> <b>02/01/2016</b> <b>02/01/2018</b> <b>02/01/2018</b>	<b>08/01/2016</b> <b>08/01/2016</b> <b>08/01/2018</b> <b>08/01/2016</b>	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> A <input type="checkbox"/>				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> VILLAGE OF KEY BISCAIYNE 88 WEST MCINTYRE STREET KEY BISCAIYNE, FL 33149	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/30/2015

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

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

PRODUCER **ILEANA CABRERA-RODRIGUEZ INS. AGENCY INC.**  
1925 PONCE DE LEON BLVD.  
CORAL GABLES, FL 33134



CONTACT NAME:	
PHONE (A/C No. Excl): 305-529-8988	FAX (A/C No): 305-529-2858
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: State Farm Mutual Automobile Insurance Company	NAIC # 25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED **ABC CONSTRUCTION**  
7215 NW 7TH ST  
MIAMI, FL 33126

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL BUBB INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		939-7970-801	02/01/2015	08/01/2015	COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

### CERTIFICATE HOLDER

VILLAGE OF KEY BISCAYNE  
88 WEST MCINTYRE STREET  
KEY BISCAYNE, FL 33149

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/30/2015

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
ILEANA CABRERA-RODRIGUEZ INS. AGENCY  
INC.  
1925 PONCE DE LEON BLVD.  
CORAL GABLES, FL 33134

**CONTACT NAME:**  
**PHONE**  
(A/C. No. Ext): 305-529-9988 **FAX**  
(A/C. No.): 305-529-2856  
**E-MAIL ADDRESS:**

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	State Farm Mutual Automobile Insurance Company	26178
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**INSURED**  
ABC CONSTRUCTION  
7215 NW 7TH ST  
MIAMI, FL 33126

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDITIONAL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSUR	WORD					
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/PROP AGG	\$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>							\$
	<b>AUTOMOBILE LIABILITY</b>			063 7061-B01	02/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO			183 2531-B01	02/01/2015	08/01/2016	BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS			224 1000-B01	02/01/2015	08/01/2016	BODILY INJURY (Per accident)	\$
	HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			419 4787-B01	02/01/2015	08/01/2016	PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS	OTI-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

### CERTIFICATE HOLDER

VILLAGE OF KEY BISCAIYNE  
88 WEST MCINTYRE STREET  
KEY BISCAIYNE, FL 33149

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**M. BOND CAPABILITY.** Provide evidence of or capability to provide payment and performance bonds, as required in this RFP.



**NIELSON, HOOVER & COMPANY, INC.**

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SUPPLY SOLUTIONS THAT MAKE A DIFFERENCE.

**RE: ABC Construction, Inc.**

Gentlemen:

Please be advised that we are the bonding agents for ABC Construction, Inc. We have had the privilege of providing Bid, Performance and Payment Bonds for them since 2001. ABC Construction, Inc. is bonded through The Guarantee Company of North America and has a substantial bond line of credit of \$20,000,000 for single projects and an aggregate bond line of \$40,000,000.

ABC Construction, Inc. has successfully completed all of their projects that we have bonded in a very satisfactory and professional manner and have never received any issues from the owners, subcontractors or suppliers and they have an excellent reputation in the construction industry.

We are very confident of their integrity and abilities and once again, would extend our utmost recommendation on their behalf. We consider them to be among our finest clients and hold them in the highest regard.

Should ABC Construction, Inc. be awarded the contract with your firm, they certainly have adequate bonding capacity to furnish the required Performance and Payment Bonds.

Naturally, any bonds that are issued will be based upon acceptable contract terms as well as normal and standard underwriting criteria at the time of request

If we can provide any other assurance or assistance, please feel free to give us a call. Thank you.

Very truly yours,

Charles D. Nielson, Attorney-in-Fact

8000 Governors Square Boulevard

Suite 101

Miami Lakes, FL 33016

P: 305.722.2663

F: 305.558.9650

[www.nielsonhoover.com](http://www.nielsonhoover.com)

**BANK REFERENCES**

- ✓ **REGIONS BANK**  
Address: 8373 West Flagler St Miami, FL 33144  
Contact: Andrea Abuchaibe  
Ph.: 305-262-4120  
Fax: 305-264-4120
  
- ✓ **TD BANK**  
Address: 255 Alhambra circle, 2nd floor Coral Gables, FL 33134  
Contact: Carolyn Guerra  
Ph.: 305 441 5699