

RESOLUTION NO. 14-55

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, ACCEPTING THE LOW BID AND APPROVING A CONTRACT BETWEEN THE CITY AND GONZALEZ & SONS EQUIPMENT INC. FOR THE PROVISION OF CANAL BANK STABILIZATION SERVICES FOR YEAR IV OF THE CANAL BANK STABILIZATION PROGRAM, IN AN AMOUNT NOT TO EXCEED \$2,521,426.66; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to ITB #2014-07, titled “Canal Bank Stabilization Program Year IV,” (the “ITB”) for the provision of services pursuant to the specifications thereof (the “Project”), the City of Doral received four (4) bids by the February 31, 2014 deadline with all four (4) companies meeting the required criteria; and

WHEREAS, upon review of bids received, Staff determined that Gonzalez & Sons Equipment, Inc. (the “Contractor”) was the lowest most responsive and responsible bidder; and

WHEREAS, a copy of Contractor’s Bid Submittal, ITB #2014-07 Inventory, Bid Tabulation, and proposed agreement are attached hereto as Exhibit “A”; and

WHEREAS, the City Council finds that accepting the bid recommendation and entering into an agreement in accordance with the terms of the ITB for the Project with the Contractor is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are confirmed, adopted, and incorporated herein by reference.

Section 2. Approval. The Contract between the City and Contractor for the Project in an amount not to exceed \$2,521,426.66 (which includes a 10% contingency

amount for unforeseen conditions), a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

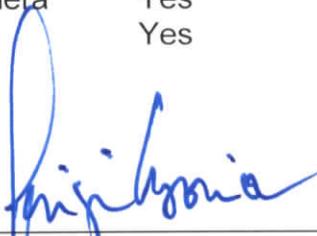
Section 3. Authorization. The City Manager is authorized to execute the Agreement, to expend budgeted funds on behalf of the City, and to take all such actions necessary to implement the Agreement and the purpose of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor Fraga who moved its adoption. The motion was seconded by Councilmember Rodriguez Aguilera and upon being put to a vote, the vote was as follows:

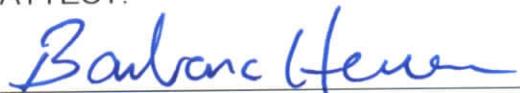
Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 9th day of April, 2014



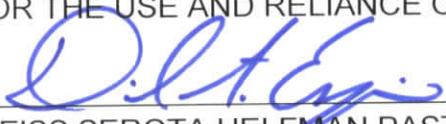
LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS SEROTA HELEMAN PASTORIZA COLE & BONISKE, P.L.
CITY ATTORNEY

EXHIBIT “A”

ITB #2014-07, Canal Bank Stabilization Year IV

Bid Tabulation

Northline Canal (NW 25 Street)

Canal Bank Stabilization:				Gonzalez & Sons Inc.		PAC Comm Inc.		Arbor Tree & Land		Shoreline Foundation Inc.	
Item	Description	Estimated Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 43,140.00	\$ 43,140.00	\$ 160,000.00	\$ 160,000.00	\$ 171,231.50	\$ 171,231.50	\$ 24,979.00	\$ 24,979.00
2	Maintenance of Traffic (MOT)	1	LS	\$ 34,010.00	\$ 34,010.00	\$ 40,000.00	\$ 40,000.00	\$ 8,580.00	\$ 8,580.00	\$ 24,449.00	\$ 24,449.00
3	Clearing and Land Preparation	20,000	SY	\$ 3.15	\$ 63,000.00	\$ 5.00	\$ 100,000.00	\$ 1.10	\$ 22,000.00	\$ 1.50	\$ 30,000.00
4	Stacked Canal Bank Stabilization Excavation (30" Wide Geoweb)	8,350	LF	\$ 6.70	\$ 55,945.00	\$ 20.00	\$ 167,000.00	\$ 11.95	\$ 99,782.50	\$ 22.00	\$ 183,700.00
5	Stacked Canal Bank Stabilization Excavation (30" Wide Geoweb w/Gabion Basket)	1,100	LF	\$ 10.40	\$ 11,440.00	\$ 20.00	\$ 22,000.00	\$ 14.35	\$ 15,785.00	\$ 22.00	\$ 24,200.00
6	Stacked Canal Bank Stabilization (30" Wide Geoweb Below 4.5 ft-NVGD)	8,350	LF	\$ 52.30	\$ 436,705.00	\$ 30.00	\$ 250,500.00	\$ 63.80	\$ 532,730.00	\$ 127.00	\$ 1,060,450.00
7	Stacked Canal Bank Stabilization (30" Wide Geoweb Above 4.5 ft-NVGD to T.O.B. Elevation at 5.5 ft-NVGD))	1,850	LF	\$ 28.00	\$ 51,800.00	\$ 27.00	\$ 49,950.00	\$ 43.90	\$ 81,215.00	\$ 71.50	\$ 132,275.00
8	Stacked Canal Bank Stabilization (30" Wide Geoweb T.O.B. Elevation Above 5.5 ft-NVGD to T.O.B. Elevation at 6.5 ft-NVGD)	3,850	LF	\$ 25.00	\$ 96,250.00	\$ 27.00	\$ 103,950.00	\$ 43.90	\$ 169,015.00	\$ 71.50	\$ 275,275.00
9	Stacked Canal Bank Stabilization (30" Wide Geoweb T.O.B. Elevation Above 6.5 ft-NVGD)	2,550	LF	\$ 25.00	\$ 63,750.00	\$ 27.00	\$ 68,850.00	\$ 43.90	\$ 111,945.00	\$ 71.50	\$ 182,325.00
10	Stacked Canal Bank Stabilization (30" Wide Geoweb w/Gabion Basket Below 4.5 ft-NVGD)	1,100	LF	\$ 103.70	\$ 114,070.00	\$ 45.00	\$ 49,500.00	\$ 112.55	\$ 123,805.00	\$ 156.00	\$ 171,600.00
11	Stacked Canal Bank Stabilization (30" Wide Geoweb w/Gabion Basket Above 4.5 ft-NVGD)	1,100	LF	\$ 85.00	\$ 93,500.00	\$ 42.00	\$ 46,200.00	\$ 54.90	\$ 60,390.00	\$ 84.00	\$ 92,400.00
12	Stacked Canal Bank Stabilization Wrap-Around Culverts (6" or less in diameter)	2	EA	\$ 880.00	\$ 1,760.00	\$ 1,589.00	\$ 3,178.00	\$ 1,650.00	\$ 3,300.00	\$ 2,596.00	\$ 5,192.00
13	Stacked Canal Bank Stabilization Wrap-Around Culverts (greater than 6" in diameter)	1	EA	\$ 1,170.00	\$ 1,170.00	\$ 2,593.00	\$ 2,593.00	\$ 1,650.00	\$ 1,650.00	\$ 2,596.00	\$ 2,596.00
14	Stacked Canal Bank Stabilization Tie into Existing Structures (Headwalls, Rip-Rap, etc.)	15	EA	\$ 1,100.00	\$ 16,500.00	\$ 857.00	\$ 12,855.00	\$ 1,650.00	\$ 24,750.00	\$ 3,634.00	\$ 54,510.00
15	Silt Fence	10,395	LF	\$ 1.20	\$ 12,474.00	\$ 1.00	\$ 10,395.00	\$ 2.20	\$ 22,869.00	\$ 3.00	\$ 31,185.00
16	Floating Turbidity Barrier	220	LF	\$ 7.30	\$ 1,606.00	\$ 17.27	\$ 3,799.40	\$ 22.00	\$ 4,840.00	\$ 17.50	\$ 3,850.00
17	Guardrail Installation	450	LF	\$ 21.60	\$ 9,720.00	\$ 33.12	\$ 14,904.00	\$ 27.50	\$ 12,375.00	\$ 48.00	\$ 21,600.00
18	Removal of Existing Guardrail	450	LF	\$ 5.20	\$ 2,340.00	\$ 6.95	\$ 3,127.50	\$ 5.50	\$ 2,475.00	\$ 5.00	\$ 2,250.00
19	Finish Grading and Sodding	20,000	SY	\$ 3.00	\$ 60,000.00	\$ 4.19	\$ 83,800.00	\$ 4.40	\$ 88,000.00	\$ 9.25	\$ 185,000.00
20	Tree Removal (Includes Miami-Dade County DRER's Permitting Fees for Tree Removal)	13	EA	\$ 175.00	\$ 2,275.00	\$ 430.92	\$ 5,601.96	\$ 396.00	\$ 5,148.00	\$ 476.00	\$ 6,188.00
21	Manatee Grates (Gator GA-40 Flap Gates or Approved Equivalent)	8	EA	\$ 1,010.00	\$ 8,080.00	\$ 4,310.88	\$ 34,487.04	\$ 550.00	\$ 4,400.00	\$ 4,248.00	\$ 33,984.00
Sub-Total					\$ 1,179,535.00		\$ 1,232,690.90		\$ 1,566,286.00		\$ 2,548,008.00

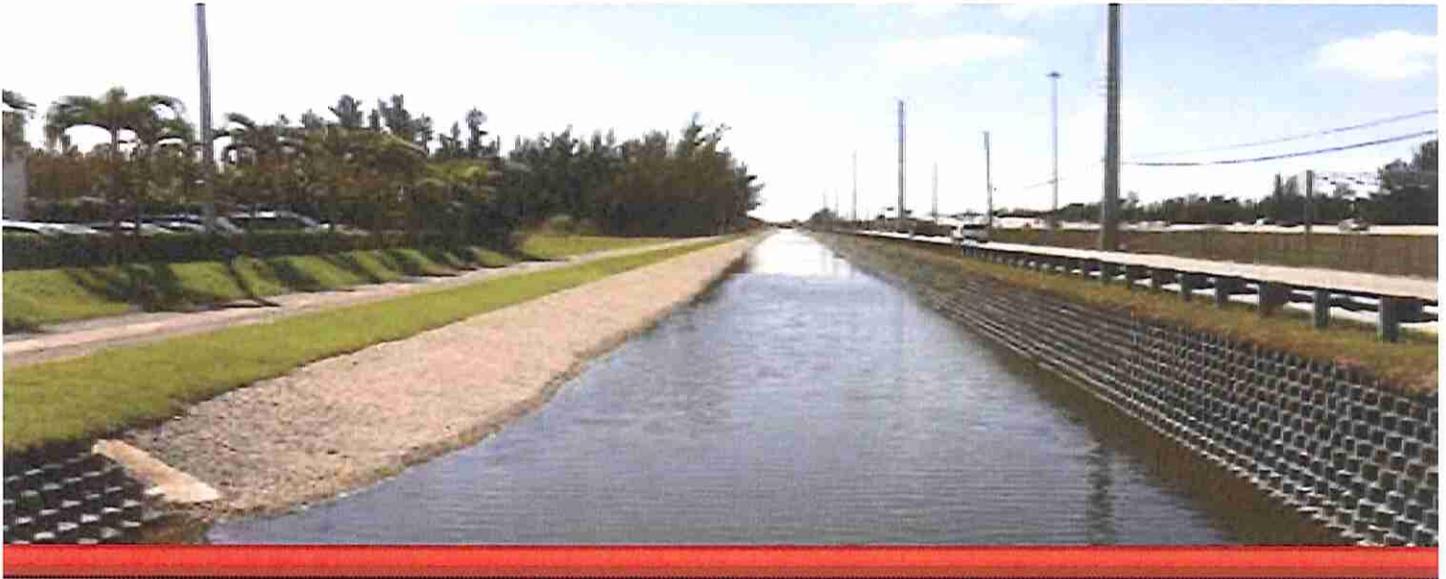
Pedestrian/Bike Shared Used Path:				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
22	Bicycle/Pedestrian Path Sub-Base Preparation	5,309	SY	\$ 3.60	\$ 19,112.40	\$ 1.63	\$ 8,653.67	\$ 11.00	\$ 58,399.00	\$ 3.75	\$ 19,908.75
23	Bicycle/Pedestrian Path Lime Rock Base	5,261	SY	\$ 7.00	\$ 36,827.00	\$ 4.75	\$ 24,989.75	\$ 11.00	\$ 57,871.00	\$ 14.00	\$ 73,654.00
24	1" Type III Asphalt Pavement	5,213	SY	\$ 7.00	\$ 36,491.00	\$ 6.71	\$ 34,979.23	\$ 22.00	\$ 114,686.00	\$ 9.25	\$ 48,220.25
25	Bicycle/Pedestrian Path Curb Ramp Termination (Includes Pavement Marking as per Detail 13, Sheet 60)	8	EA	\$ 1,680.00	\$ 13,440.00	\$ 375.00	\$ 3,000.00	\$ 1,650.00	\$ 13,200.00	\$ 1,587.00	\$ 12,696.00
26	Pavement Marking (White/Yellow)	6,183	LF	\$ 0.55	\$ 3,400.65	\$ 0.51	\$ 3,153.33	\$ 0.66	\$ 4,080.78	\$ 1.50	\$ 9,274.50
27	Bollards	5	EA	\$ 280.00	\$ 1,400.00	\$ 600.00	\$ 3,000.00	\$ 330.00	\$ 1,650.00	\$ 1,014.00	\$ 5,070.00
28	Signage	55	EA	\$ 82.00	\$ 4,510.00	\$ 154.55	\$ 8,500.25	\$ 110.00	\$ 6,050.00	\$ 469.00	\$ 25,795.00
29	Bicycle Railing	100	LF	\$ 72.00	\$ 7,200.00	\$ 60.00	\$ 6,000.00	\$ 88.00	\$ 8,800.00	\$ 80.50	\$ 8,050.00
30	Concrete Sidewalk - 4" Thick (Includes Sub-Base Preparation & Any Fill Material)	161	SY	\$ 39.00	\$ 6,279.00	\$ 31.06	\$ 5,000.66	\$ 56.00	\$ 9,016.00	\$ 75.50	\$ 12,155.50
31	Concrete Sidewalk - 6" Thick, Monolithic Pour (Includes Sub-Base Preparation & Any Fill Material)	156	SY	\$ 50.00	\$ 7,800.00	\$ 38.46	\$ 5,999.76	\$ 66.00	\$ 10,296.00	\$ 85.00	\$ 13,260.00
Sub-Total					\$ 136,460.05		\$ 103,276.65		\$ 284,048.78		\$ 228,084.00

Dressels Canal

Canal Bank Stabilization:				Gonzalez & Sons Inc.		PAC Comm Inc.		Arbor Tree & Land		Shoreline Foundation Inc.	
Item	Description	Estimated Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 37,170.00	\$ 37,170.00	\$ 170,000.00	\$ 170,000.00	\$ 223,300.00	\$ 223,300.00	\$ 20,078.00	\$ 20,078.00
2	Maintenance of Traffic (MOT)	1	LS	\$ 26,850.00	\$ 26,850.00	\$ 40,000.00	\$ 40,000.00	\$ 54,340.00	\$ 54,340.00	\$ 18,333.00	\$ 18,333.00
3	Clearing and Land Preparation	13,000	SY	\$ 3.15	\$ 40,950.00	\$ 5.00	\$ 65,000.00	\$ 1.10	\$ 14,300.00	\$ 1.50	\$ 19,500.00
4	Stacked Canal Bank Stabilization Excavation (30" Wide Geoweb)	3,550	LF	\$ 6.70	\$ 23,785.00	\$ 20.00	\$ 71,000.00	\$ 11.95	\$ 42,422.50	\$ 22.00	\$ 78,100.00
5	Stacked Canal Bank Stabilization Excavation (30" Wide Geoweb w/Gabion Basket)	650	LF	\$ 10.40	\$ 6,760.00	\$ 20.00	\$ 13,000.00	\$ 14.50	\$ 9,425.00	\$ 22.00	\$ 14,300.00
6	Stacked Canal Bank Stabilization Excavation (30" Wide Geoweb from Barge)	1,450	LF	\$ 10.80	\$ 15,660.00	\$ 55.00	\$ 79,750.00	\$ 29.70	\$ 43,065.00	\$ 129.00	\$ 187,050.00
7	Stacked Canal Bank Stabilization (30" Wide Geoweb Below 4.5 ft-NVGD)	3,550	LF	\$ 52.30	\$ 185,665.00	\$ 30.00	\$ 106,500.00	\$ 64.25	\$ 228,087.50	\$ 114.00	\$ 404,700.00
8	Stacked Canal Bank Stabilization (30" Wide Geoweb Above 4.5 ft-NVGD to T.O.B. Elevation at 5.5 ft-NVGD))	1,150	LF	\$ 28.00	\$ 32,200.00	\$ 27.00	\$ 31,050.00	\$ 41.50	\$ 47,725.00	\$ 71.50	\$ 82,225.00
9	Stacked Canal Bank Stabilization (30" Wide Geoweb T.O.B. Elevation Above 5.5 ft-NVGD to T.O.B. Elevation at 6.5 ft-NVGD)	800	LF	\$ 25.00	\$ 20,000.00	\$ 27.00	\$ 21,600.00	\$ 41.50	\$ 33,200.00	\$ 71.50	\$ 57,200.00
10	Stacked Canal Bank Stabilization (30" Wide Geoweb T.O.B. Elevation Above 6.5 ft-NVGD)	2,350	LF	\$ 25.00	\$ 58,750.00	\$ 27.00	\$ 63,450.00	\$ 41.50	\$ 97,525.00	\$ 71.50	\$ 168,025.00
11	Stacked Canal Bank Stabilization (30" Wide Geoweb w/Gabion Basket Below 4.5 ft-NVGD)	650	LF	\$ 103.70	\$ 67,405.00	\$ 45.00	\$ 29,250.00	\$ 113.55	\$ 73,807.50	\$ 201.00	\$ 130,650.00
12	Stacked Canal Bank Stabilization (30" Wide Geoweb w/Gabion Basket Above 4.5 ft-NVGD)	650	LF	\$ 85.00	\$ 55,250.00	\$ 42.00	\$ 27,300.00	\$ 56.50	\$ 36,725.00	\$ 112.00	\$ 72,800.00
13	Stacked Canal Bank Stabilization (30" Wide Geoweb from Barge Below 4.5 ft-NVGD)	1,450	LF	\$ 90.50	\$ 131,225.00	\$ 70.00	\$ 101,500.00	\$ 155.00	\$ 224,750.00	\$ 114.00	\$ 165,300.00
14	Stacked Canal Bank Stabilization (30" Wide Geoweb from Barge Above 4.5 ft-NVGD)	1,450	LF	\$ 77.40	\$ 112,230.00	\$ 68.00	\$ 98,600.00	\$ 150.00	\$ 217,500.00	\$ 109.00	\$ 158,050.00
15	Stacked Canal Bank Stabilization Wrap-Around Culverts (6" or less in diameter)	6	EA	\$ 880.00	\$ 5,280.00	\$ 931.67	\$ 5,590.02	\$ 1,650.00	\$ 9,900.00	\$ 2,539.00	\$ 15,234.00
16	Stacked Canal Bank Stabilization Tie into Existing Structures (Headwalls, Rip-Rap, etc.)	6	EA	\$ 1,100.00	\$ 6,600.00	\$ 1,120.00	\$ 6,720.00	\$ 1,650.00	\$ 9,900.00	\$ 2,539.00	\$ 15,234.00
17	Silt Fence	6,215	LF	\$ 1.20	\$ 7,458.00	\$ 1.00	\$ 6,215.00	\$ 2.20	\$ 13,673.00	\$ 3.00	\$ 18,645.00
18	Floating Turbidity Barrier	220	LF	\$ 7.30	\$ 1,606.00	\$ 15.00	\$ 3,300.00	\$ 22.00	\$ 4,840.00	\$ 17.50	\$ 3,850.00
19	Guardrail Installation	225	LF	\$ 21.60	\$ 4,860.00	\$ 33.12	\$ 7,452.00	\$ 27.50	\$ 6,187.50	\$ 48.00	\$ 10,800.00
20	Removal of Existing Guardrail	225	LF	\$ 5.20	\$ 1,170.00	\$ 54.73	\$ 12,314.25	\$ 5.50	\$ 1,237.50	\$ 6.25	\$ 1,406.25
21	Finish Grading and Sodding	13,000	SY	\$ 3.00	\$ 39,000.00	\$ 4.27	\$ 55,510.00	\$ 4.40	\$ 57,200.00	\$ 9.25	\$ 120,250.00
22	Tree Removal (Includes Miami-Dade County DRER's Permitting Fees for Tree Removal)	50	EA	\$ 175.00	\$ 8,750.00	\$ 384.70	\$ 19,235.00	\$ 165.00	\$ 8,250.00	\$ 476.00	\$ 23,800.00
Sub-Total					\$ 888,624.00		\$ 1,034,336.27		\$ 1,457,360.50		\$ 1,785,530.25

Pedestrian/Bike Shared Used Path:				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
23	Bicycle/Pedestrian Path Curb Ramp Termination (Includes Pavement Marking as per Detail 13, Sheet 60)	4	EA	\$ 1,680.00	\$ 6,720.00	\$ 500.00	\$ 2,000.00	\$ 1,650.00	\$ 6,600.00	\$ 1,587.00	\$ 6,348.00
24	Pavement Marking (White/Yellow)	2,000	LF	\$ 0.55	\$ 1,100.00	\$ 0.51	\$ 1,020.00	\$ 0.66	\$ 1,320.00	\$ 2.00	\$ 4,000.00
25	Bollards	4	EA	\$ 280.00	\$ 1,120.00	\$ 750.00	\$ 3,000.00	\$ 330.00	\$ 1,320.00	\$ 1,014.00	\$ 4,056.00
26	Signage	35	EA	\$ 82.00	\$ 2,870.00	\$ 114.29	\$ 4,000.15	\$ 110.00	\$ 3,850.00	\$ 310.00	\$ 10,850.00
27	Concrete Sidewalk - 4" Thick (Includes Sub-Base Preparation & Any Fill Material)	1,943	SY	\$ 39.00	\$ 75,777.00	\$ 31.06	\$ 60,349.58	\$ 56.00	\$ 108,808.00	\$ 54.50	\$ 105,893.50
Sub-Total					\$ 87,587.00		\$ 70,369.73		\$ 121,898.00		\$ 131,147.50

TOTAL BASE BID	\$ 2,292,206.05	\$ 2,440,673.55	\$ 3,429,593.28	\$ 4,692,769.75
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**BID PROPOSAL
ITB #2014-07
CANAL BANK STABILIZATION PROGRAM
YEAR IV
February 28, 2014**



Gonzalez & Sons Equipment, Inc.
9390 NW 109th Street, Medley, Florida 33178
Office: 305-822-5455
Juan Carlos Gonzalez, juan.c@gonzalezandsons.net



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CITY OF DORAL

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BID FORM

SECTION 00300

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

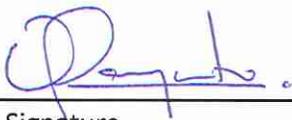
Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 *et seq*, Fla. Stat. which became effective October 1, 1990, shall be in effect during the period of construction of the Project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

<u>Method of Compliance</u>	<u>Cost</u>
Canal Bank Shoring	
	Total: \$ <u>12,360.00</u>

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the Total Base Bid. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the CITY and ENGINEER are not, responsible to review or assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Section 553.60 *et. seq.*, Fla. Stat. cited as the "Trench Safety Act". Bidder is, and the CITY and ENGINEER are not, responsible to determine, if any safety or safety related standards apply to the Project, including but not limited to, the "Trench Safety Act".



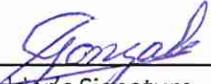
Witness Signature

Valeri Poyato

Printed Name

February 27, 2014

Date



Bidder's Signature

Juan C. Gonzalez

Printed Name

President

Title

February 27, 2014

Date

SECTION 00410 - BID FORM
ITB #2014-07

THIS BID IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Doral in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. 1 Dated: February 19, 2014

Addendum No. Dated:

Addendum No. Dated:

Addendum No. Dated:

(b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the

Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) BIDDER has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to BIDDER.
 - (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the City.
4. BIDDER understands and agrees that this is a unit rate contract. **The prices submitted on the bid form are to furnish and deliver all of the Work complete in place.** The quantities provided on the form are for the purpose of Bid Evaluation and should be considered estimates only. Contractor's unit prices will not be adjusted to reflect any deviation from the provided quantities. As such the Contractor shall furnish all labor, materials, equipment, tools, supervision, safety measures, and services necessary to provide the stated units of work for the Bid Price of:

Table 1 - Canal Bank Stabilization (Northline Canal)

Northline Canal

Item	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	43,140.00	43,140.00
2	Maintenance of Traffic (MOT)	1	LS	34,010.00	34,010.00
3	Clearing and Land Preparation	20,000	SY	3.15	63,000.00
4	Stacked Canal Bank Stabilization Excavation (30" Wide Geoweb)	8,350	LF	6.70	55,945.00
5	Stacked Canal Bank Stabilization Excavation (30" Wide Geoweb w/Gabion Basket)	1,100	LF	10.40	11,440.00
6	Stacked Canal Bank Stabilization (30" Wide Geoweb Below 4.5 ft-NVGD)	8,350	LF	52.30	436,705.00
7	Stacked Canal Bank Stabilization (30" Wide Geoweb Above 4.5 ft-NVGD to T.O.B. Elevation at 5.5 ft-NVGD))	1,850	LF	28.00	51,800.00
8	Stacked Canal Bank Stabilization (30" Wide Geoweb T.O.B. Elevation Above 5.5 ft-NVGD to T.O.B. Elevation at 6.5 ft-NVGD)	3,850	LF	25.00	96,250.00
9	Stacked Canal Bank Stabilization (30" Wide Geoweb T.O.B. Elevation Above 6.5 ft-NVGD)	2,550	LF	25.00	63,750.00
10	Stacked Canal Bank Stabilization (30" Wide Geoweb w/Gabion Basket Below 4.5 ft-NVGD)	1,100	LF	103.70	114,070.00
11	Stacked Canal Bank Stabilization (30" Wide Geoweb w/Gabion Basket Above 4.5 ft-NVGD)	1,100	LF	85.00	93,500.00
12	Stacked Canal Bank Stabilization Wrap-Around Culverts (6" or less in diameter)	2	EA	880.00	1760.00
13	Stacked Canal Bank Stabilization Wrap-Around Culverts (greater than 6" in diameter)	1	EA	1,170.00	1,170.00
14	Stacked Canal Bank Stabilization Tie into Existing Structures (Headwalls, Rip-Rap, etc.)	15	EA	1,100.00	16,500.00
15	Silt Fence	10,395	LF	1.20	12,474.00

16	Floating Turbidity Barrier	220	LF	7.30	1,606.00
17	Guardrail Installation	450	LF	21.60	9,720.00
18	Removal of Existing Guardrail	450	LF	5.20	2,340.00
19	Finish Grading and Sodding	20,000	SY	3.00	60,000
20	Tree Removal (Includes Miami-Dade County DRER's Permitting Fees for Tree Removal)	13	EA	175.00	2,275.00
21	Manatee Grates (Gator GA-40 Flap Gates or Approved Equivalent)	8	EA	1,010.00	8,080.00

Sub-Total 1,179,535.00

Table 2 - Maintenance/Pedestrian/Bike Shared Use Path (Northline Canal)

Item	Description	Estimated Quantity	Unit	Unit Price	Total
22	Bicycle/Pedestrian Path Sub-Base Preparation	5,309	SY	3.60	19,112.40
23	Bicycle/Pedestrian Path Lime Rock Base	5,261	SY	7.00	36,827.00
24	1" Type III Asphalt Pavement	5,213	SY	7.00	36,491.00
25	Bicycle/Pedestrian Path Curb Ramp Termination (Includes Pavement Marking as per Detail 13, Sheet 60)	8	EA	1,680.00	13,440.00
26	Pavement Marking (White/Yellow)	6,183	LF	0.55	3,400.65
27	Bollards	5	EA	280.00	1,400.00
28	Signage	55	EA	82.00	4,510.00
29	Bicycle Railing	100	LF	72.00	7,200.00
	Concrete Sidewalk - 4" Thick (Includes Sub-Base Preparation & Any Fill Material)	161	SY	39.00	6,279.00
31	Concrete Sidewalk - 6" Thick, Monolithic Pour (Includes Sub-Base Preparation & Any Fill Material)	156	SY	50.00	7,800.00

Sub-Total 136,460.05

Dressels Canal

Table 3 - Canal Bank Stabilization (Dressels Canal)

Item	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	37,170.00	37,170.00
2	Maintenance of Traffic (MOT)	1	LS	26,850.00	26,850.00
3	Clearing and Land Preparation	13,000	SY	3.15	40,950.00
4	Stacked Canal Bank Stabilization Excavation (30" Wide Geoweb)	3,550	LF	6.70	23,785.00
5	Stacked Canal Bank Stabilization Excavation (30" Wide Geoweb w/Gabion Basket)	650	LF	10.40	6,760.00
6	Stacked Canal Bank Stabilization Excavation (30" Wide Geoweb from Barge)	1,450	LF	10.80	15,660.00
7	Stacked Canal Bank Stabilization (30" Wide Geoweb Below 4.5 ft-NVGD)	3,550	LF	52.30	185,665.00
8	Stacked Canal Bank Stabilization (30" Wide Geoweb Above 4.5 ft-NVGD to T.O.B. Elevation at 5.5 ft-NVGD))	1,150	LF	28.00	32,200.00
9	Stacked Canal Bank Stabilization (30" Wide Geoweb T.O.B. Elevation Above 5.5 ft-NVGD to T.O.B. Elevation at 6.5 ft-NVGD)	800	LF	25.00	20,000.00
10	Stacked Canal Bank Stabilization (30" Wide Geoweb T.O.B. Elevation Above 6.5 ft-NVGD)	2,350	LF	25.00	58,750.00
11	Stacked Canal Bank Stabilization (30" Wide Geoweb w/Gabion Basket Below 4.5 ft-NVGD)	650	LF	103.70	67,405.00
12	Stacked Canal Bank Stabilization (30" Wide Geoweb w/Gabion Basket Above 4.5 ft-NVGD)	650	LF	85.00	55,250.00
13	Stacked Canal Bank Stabilization (30" Wide Geoweb from Barge Below 4.5 ft-NVGD)	1,450	LF	90.50	131,225.00
14	Stacked Canal Bank Stabilization (30" Wide Geoweb from Barge Above 4.5 ft-NVGD)	1,450	LF	77.40	112,230.00
15	Stacked Canal Bank Stabilization Wrap-Around Culverts (6" or less in diameter)	6	EA	880.00	5,280.00

16	Stacked Canal Bank Stabilization Tie into Existing Structures (Headwalls, Rip-Rap, etc.)	6	EA	1,100.00	6,600.00
17	Silt Fence	6,215	LF	1.20	7,458.00
18	Floating Turbidity Barrier	220	LF	7.30	1,606.00
19	Guardrail Installation	225	LF	21.60	4,860.00
20	Removal of Existing Guardrail	225	LF	5.20	1,170.00
21	Finish Grading and Sodding	13,000	SY	3.00	39,000.00
22	Tree Removal (Includes Miami-Dade County DRER's Permitting Fees for Tree Removal)	50	EA	175.00	8,750.00

Sub-Total 888,624.00

Table 4 - Maintenance/Pedestrian/Bike Shared Use Path (Dressles Canal)

Item	Description	Estimated Quantity	Unit	Unit Price	Total
23	Bicycle/Pedestrian Path Curb Ramp Termination (Includes Pavement Marking as per Detail 13, Sheet 60)	4	EA	1,680.00	6,720.00
24	Pavement Marking (White/Yellow)	2,000	LF	0.55	1,100.00
25	Bollards	4	EA	280.00	1,120.00
26	Signage	35	EA	82.00	2,870.00
27	Concrete Sidewalk - 4" Thick (Includes Sub-Base Preparation & Any Fill Material)	1,943	SY	39.00	75,777.00

Sub-Total 87,587.00

Base Bid Total 2,292,206.05

Work to be included for all items:

Furnishing all labor, equipment, materials and any and all costs for the term of the warranty or as deemed necessary by the City, necessary to complete the work per the specifications and as required shall be included in the above bid.

NOTES TO BIDDERS:

1. Contractor shall fill the entire bid form; no spaces are to be left blank.
2. The City reserves the right to utilize any combination of the base bid, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and the City's available project budget.
3. The City reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.
4. Contract Time will commence on the date the Agreement is executed and continue consecutively for a period of ninety (90) calendar days. No extension of time will be given unless stated in writing.

BASE BID:

Two Millions Two Hundred Ninety Two Thousand Two Hundred Six Dollars and Five Cents Dollars
(Written Total Base Bid Price)

5. BIDDER agrees that the work will be completed as scheduled from the date stipulated in the work orders executed under the terms of this contract.
6. Communications concerning this Bid shall be addressed to:

BIDDER: Gonzalez and Sons Equipment, Inc.

Address: 9390 NW 109th Street, Medley FL 33178

Telephone: (305) 822-5455

Facsimile Number: (305) 822-5454

Attention: Juan C. Gonzalez

7. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS 27 DAY OF February, 20 14

A CORPORATION

By: Gonzalez and Sons Equipment, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By: Juan C. Gonzalez
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest: 


Juan C. Gonzalez
(President)

Business address: 9390 NW 109th St.

Medley, FL 33178

Phone No.: (305) 822-5455 Facsimile No.: (305) 822-5454

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF Florida)

) SS:

COUNTY OF Miami Dade)

I HEREBY CERTIFY that a meeting of the Board of DIRECTORS of the
Gonzalez and Sons Equipment, Inc.

a Corporation existing under the laws of the State of Florida,
held on February 24th, 2014, the following resolution was duly passed and adopted:

“RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, February 28th, 2014, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation”.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 24, day of February, 2014.

Secretary: 

{SEAL}

SECTION 00420 - AWARD PREFERENCE FOR IDENTICAL TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

BIDDERS SIGNATURE:  _____

END OF SECTION



ITB#2014-07 Canal Bank Stabilization Program Year IV
City of Doral, FL

BID BOND

SECTION 00432 - BID BOND

STATE OF Florida)

) SS:

COUNTY OF Miami Dade)

KNOW ALL MEN BY THESE PRESENTS, that we, Gonzalez & Sons Equipment, Inc., as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held firmly bound unto the City of Doral, a municipal corporation of the State of Florida in the sum of ----- 5% of Bid Proposal Submitted ----- Dollars (\$----- 5% -----), lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, February 28th, 2014 for: Canal Bank Stabilization Program Year IV.

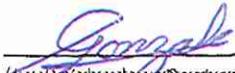
WHEREAS, it was a condition precedent to the submission of said Bid that a or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Doral and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Doral and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 5th day of February, 2014, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Gonzalez & Sons Equipment, Inc.



(Individual Partnership Principal)
Corporate

(Business Name) (SEAL)

9390 NW 109 St.
(Business Address)

Medley, FL 33178
(City/State/Zip)

305-822-5455
(Business Phone)

ATTEST:



Fidelity and Deposit Company of Maryland
(Corporate Surety)*

By:



Davor I. Mimica, Attorney-in-Fact & FL Res. Agent

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered in the presence of:

[Signature]

Martha Menendez
(Printed Name)

Fidelity and Deposit Company of Maryland

By: [Signature]

Davor I. Mimica, Attorney-in-Fact & Fl. Res. Agent
(Title)

ACKNOWLEDGMENT

State of Florida
County of Miami Dade

On this the 5th day of February, 2014, before me, the undersigned Notary Public of the State of Florida, personally appeared

Davor I. Mimica and
(Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to the within Instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS in my hand and official seal.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:
SEAL OF OFFICE:

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



Personally known to me, or

Personally identification:

(Type of Identification Produced)

Did take an oath, or

Did NOT take an oath,

OPTIONAL INFORMATION:

Type of Document Bid Bond Number of Pages: 4

Number of Signatures Notarized: One

END OF SECTION

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLEN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Charles C. BALL, William F. KLEIS, Ileana M. BAUZA, William L. PARKER and Davor I. MIMICA, all of Miami, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings,, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of April, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Eric D. Barnes
Assistant Secretary
Eric D. Barnes

Thomas O. McClellen
Vice President
Thomas O. McClellen

State of Maryland
City of Baltimore

On this 13th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of February, 2014



Geoffrey Delisio

Geoffrey Delisio, Vice President



SUBCONTRACTOR LIST

SECTION 00434 - LIST OF PROPOSED SUBCONTRACTORS

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

CLASSIFICATION	SUBCONTRACTOR NAME, ADDRESS OF WORK AND LICENSE #
<u>Surveying</u>	<u>Northern Pointe Group/14321 Jockey Circle North Davie/LB#7716</u>
<u>Fence Inst.</u>	<u>Martinez Fence Co./965 NE 17th St, Homestead, FL 33030/04BS00149</u>
<u>Guardrail Inst.</u>	<u>Fence Masters Inc./3550NW 54th St Miami, FL33142/2533336-0</u>
<u>Paving Marking & Signage</u>	<u>Jar Road Performance Inc./14859SW 154 St Miami FL 33187/09BS00412</u>
<u>Landscaping, Sodding</u>	<u>Action Sod of Miami/5700NW 123rd Ave Miami FL, 33183/634572-2</u>
<u>Landscaping, Tree Relocation</u>	<u>THL Landscapin21001SW 167th Ave Miami FL 33187/663566-9</u>

If, prior to Notice of the Award, the City or the Contractor has reasonable objection to and refuses to accept any Contractor, Supplier, person or organization listed, the BIDDER may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

END OF SECTION



BIDDER QUALIFICATION **STATEMENT**

SECTION 00450 - BIDDER QUALIFICATION STATEMENT

The BIDDER's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation and Contractor selection.

The following minimum experience is required for this project:

- Bidder shall be a State of Florida Certified General Contractor or Miami-Dade County licensed Engineering Contractor with a Certificate of Competency issued by the Construction Trades Qualifying Board, having at least 5 years of experience operating under its current name.
- Successful completion, verifiable with references, of at least three (3) projects with similar canal or river/stream bank restoration including utilization of geotextile or geo-web material for erosion control performed in Florida with a total cost of more than five hundred thousand (\$500,000) dollars each within the past five (5) years.
- At least one (1) project similar in scope should have been performed for a governmental entity in Florida.
- Contractor must also have previous experience with general civil construction including asphalt paving, concrete work, fencing as well as earth movement using proper equipment on environmentally sensitive projects.
- Contractor must provide proof of personnel experience in performing the above referenced work, having the capability of working various sites simultaneously, and having a Project Manager with at least 5 years of experience on similar projects.

Failure to meet these minimum guidelines will be considered an unresponsive submittal and the documents will not be considered.

List projects experience consistent with the requirements stated below (DO NOT RESPOND AS "SEE ATTACHED". YOU MUST FILL THE INFORMATION).

1. Project Name/Location	<u>Canal Bank Stabilization Program FY- 1 / Doral</u>
Project Description	<u>Restore and stabilize canal banks of the C-2 Extension</u> <u>Canal and Northline Canal within the City of Doral.(1.29 miles)</u> <u>Installation of pedestrians/bike shared path segment along the canal</u> <u>maintenance easements.</u>
Owner Name	<u>City of Doral</u>
Contact Person	<u>Carlos Arroyo</u>
Contact Telephone No.	<u>305-593 6740</u>
Yearly Budget/Cost	<u>1,701,134.75 / 1,687,475.86</u>
Dates of Contract	<u>8/30/2010-8/30/2011</u>

2. Project Name/Location Canal Bank Stabilization Program FY-II / Doral

Project Description Restore and stabilize canal banks C-2 Extension South and Dressels 58th St (1.31 miles). Installation of pedestrians/bike share path segment along the canal maintenance easements.

Owner Name City of Doral

Contact Person Carlos Arroyo

Contact Telephone No. 305-593 6740

Yearly Budget/Cost 1,878,699.09 / 1,863,614.48

Dates of Contract 8/30/2010-8/30/2011

3. Project Name/Location Canal Bank Stabilization Program FY- III / Doral

Project Description Canal bank stabilization (1.13 miles) and installation of pedestrians/bike share path segment along the canal maintenance easements

Owner Name City of Doral

Contact Person Carlos Arroyo

Contact Telephone No. 305-593 6740

Yearly Budget/Cost 1,319,418.00 / 1,064,704.05

Dates of Contract 11/21/2011-5/21/2012

END OF SECTION



NON-COLLUSION
AFFIDAVIT

SECTION 00454 – NON-COLLUSION AFFIDAVIT

STATE OF Florida)

) SS:

COUNTY OF Miami Dade)

Juan C. Gonzalez being first duly sworn deposes and says that:

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

Signed, sealed and delivered in the presence of:

Juan C. Gonzalez

(Printed Name)

By:

 _____

President

(Title)

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this the 27 day of February, 2014, before me, the undersigned Notary Public of the State of Florida, personally appeared

Juan C. Gonzalez and

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

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

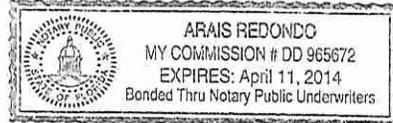
WITNESS in my hand and official seal.



NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:



AARIS REDONDO

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

Personally known to me, or

Personally identification:

(Type of Identification Produced)

Did take an oath, or

Did NOT take an oath,

OPTIONAL INFORMATION:

Type of Document _____ Number of Pages: _____

Number of Signatures Notarized: _____

END OF SECTION



PUBLIC ENTITIES CRIMES

SECTION 00456 - PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Contractor under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Doral or its' agencies.

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

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

1. This sworn statement is submitted to City of Doral
by Gonzalez and Sons Equipment, Inc. for Canal Bank Stabilization Program Year IV
whose business address is 9390 NW 109th St Medley FL 33178 and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-025-0651 (if the entity has no FEIN, include
the Social Security Number of the individual signing this sworn statement: --).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United State and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during a preceding 36 month shall be considered and affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

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

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

By:



Juan C. Gonzalez

(Printed Name)

President

(Title)

Sworn to and subscribed before me this 27 day of February, 2014

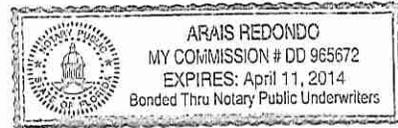
- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,



(Notary Signature)



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

END OF SECTION



STATEMENT OF NO
RESPONSE

STATEMENT OF NO RESPONSE

ITB No. 2014-07

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Manager’s Office 8401 NW 53rd Terrace Doral, FL 33166. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPLANY NAME: N/A
ADDRESS: _____
TELEPONE: _____
SIGNATURE: _____
DATE: _____

We, the undersigned have declined to submit a proposal on the above because of the following reasons:

- Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only (explain below).
- Insufficient time to respond.
- We do not offer this product, service or an equivalent.
- Our schedule would not permit us to perform.
- Unable to meet bond requirements.
- Specifications unclear (explain below).
- Other (specify below).

REMARKS: _____

For bidders submitting proposals for this opportunity, you may write “N/A” on this form.



GENERAL INFORMATION **WORKSHEET**



BUSINESS ENTITY
AFFIDAVIT

BUSINESS ENTITY AFFIDAVIT (VENDOR/BIDDER DISCLOSURE)

ITB No. 2014-07

I, Juan C. Gonzalez, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

65-025-0651

Federal Employer Identification Number (If none, Social Security Number)

Gonzalez and Sons Equipment, Inc.

Name of Entity, Individual, Partners, or Corporation

Doing Business as (If same as above, leave blank)

<u>9390 NW 109th Street</u>		<u>Medley</u>	<u>FL</u>	<u>33178</u>
Street Address	Suite	City	State	Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are as follows (Post Office addresses are not acceptable):

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>Juan C. Gonzalez</u>	<u>9390NW 109th St, Medley FL 33178</u>	<u>65 %</u>
<u>Juan I. Gonzalez</u>	<u>9390NW 109th St, Medley FL 33178</u>	<u>35 %</u>
		<u>%</u>

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are as

follows (Post Office addresses are not acceptable):

N/A

Four horizontal lines for address information.

Juan C. Gonzalez
Signature of Affiant

February 27th, 2014
Date

Juan C. Gonzalez
Printed Name of Affiant

Sworn to and subscribed before me this 27th day of February, 2014.

- Personally known to me, or
- Personally identification:

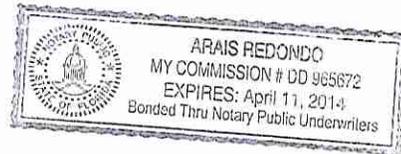
(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,

Notary Public – State of Florida

My Commission Expires 04-11-2014

[Signature]
(Notary Signature)



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



AMERICANS WITH
DISABILITIES ACT

AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY
NONDISCRIMINATION STATEMENT

ITB No. 2014-07

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

This sworn statement is submitted to the City of Doral, Florida

By: Juan C. Gonzalez (President)
(Print individual's name and title)

For: Gonzalez and Sons Equipment, Inc.
(Print name of entity submitting sworn statement)

Whose business address is: 9390 NW 109th Street, Medley, FL 33178

And (if applicable) its Federal Employer Number (FEIN) is: 65-025-0651

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

I, being duly first sworn state:

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

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

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501
553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

[Signature]
SIGNATURE

Sworn to and subscribed before me this 27 day of February, 2014.

- Personally known to me, or
- Personally identification:

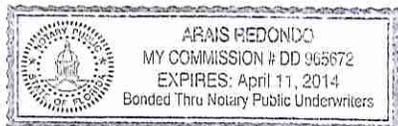
(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,

Notary Public – State of Florida

My Commission Expires 04-11-2014

[Signature]
(Notary Signature)



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



PROPOSER'S **CERTIFICATION**

PROPOSER'S CERTIFICATION
ITB No. 2014-07

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bid.

I hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a proposer, supplier, sub-proposer, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Gonzalez and Sons Equipment, Inc.

Name of Business

By:



Signature

Juan C. Gonzalez (President)

Name and Title, Typed or Printed

9390 NW 109th Street

Mailing Address

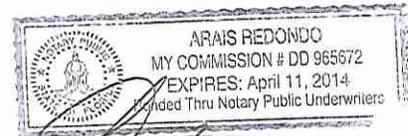
Medley, FL 33178

City, State and Zip Code

(305) 970-1037

Telephone Number

Sworn to and subscribed before me this
27 day of February, 2014




Notary Public

State of Florida

04-11-2014
My Commission Expires

(Acknowledgement of Addendums: Issued Addendums must be signed and submitted with proposal)



ITB SIGNATURE PAGE
FOR CORPORATION

ITB SIGNATURE PAGE FOR CORPORATION

ITB No. 2014-07

The officers of the corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	<u>Juan Carlos Gonzalez</u>	<u>5600 SW 145Ave SW Ranches FL 33330</u>
Vice-President	<u>Ismael Victor Gonzalez</u>	<u>8615 NW 168 Terrace, Miami Lakes FL 33016</u>
Secretary	<u>Juan Carlos Gonzalez</u>	<u>5600 SW 145Ave SW Ranches FL 33330</u>
Treasurer	<u>Juan Carlos Gonzalez</u>	<u>5600 SW 145Ave SW Ranches FL 33330</u>
Registered Agent	<u>Maylin Gonzalez</u>	<u>5600 SW 145Ave SW Ranches FL 33330</u>

The full names and residences of stockholders, persons, or firms interested in the foregoing ITB, as principals, are as follows:

Juan C. Gonzalez 5600 SW 145Ave SW Ranches FL 33330	Juan I. Gonzalez 14601 Old Sheridan St. SW Ranches FL 33330	

Post Office Address

Bidder

Gonzalez and Sons Equipment, Inc.

Corporate Name

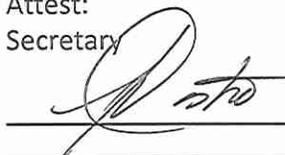


President's Signature

Is this corporation in the State of Florida?
 X Yes No

Attest:
Secretary

If no, give address of principle place of business:



SECTION 00500 - CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the _____ day of _____ 20__ by and between the City of Doral (hereinafter called the "CITY") and Gonzalez & Sons Equipment, Inc. (hereinafter called "CONTRACTOR") located at: 9390 NW 109th Street Medley, FL 33178.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: The Project consists of Canal Bank Stabilization Program: Year IV, all in accordance with the construction drawings.

ARTICLE 2 – CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Jose Olivo P.E., Public Works Director, at City of Doral Government Center, 8401 NW 53rd Terrace Doral, Florida 33166.

2.2 The CITY's ARCHITECT referred to in any of the Contract Documents designated herein is _____ N/A _____, _____ N/A _____.

2.3 The CITY's ENGINEER referred to in any of the Contract Documents designated herein is Leo Giangrande P.E., AECOM, 2090 Palm Beach Lakes Blvd. Suite 600 West Palm Beach, FL 33409.

ARTICLE 3 – TERM

3.1 Contract Times. The Work shall be substantially completed within *one hundred and eighty (180) calendar days* after the date specified in the Notice to Proceed ("Substantial Completion"), and completed and ready for final payment in accordance with the Contract Documents within *two hundred and ten (210) calendar days* after the date specified in the Notice to Proceed ("Final Completion").

3.2 Term. This Contract shall not be effective until it is fully executed between the CITY and the CONTRACTOR. The term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00710 – General Conditions, Article 12, Suspension of Work and Termination.

3.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00710 – General Conditions, Article 13, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract

times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY \$2,000.00 for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY \$2,000.00 for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

3.5 Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any other liquidated damages, all actual additional costs or losses incurred by the CITY including, but not limited to, completion contractor services, financing, professional services, unrealized revenue, will be the responsibility of the CONTRACTOR.

3.6 Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged the CONTRACTOR shall be liable for said amount.

ARTICLE 4 – CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form Section 00410. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

ARTICLE 5 – PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Section 00710 - General Conditions, Article 11, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.

5.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule

of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall be made until CONTRACTOR delivers to the CITY complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date.

5.3 The CONTRACTOR agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in Section 00710 - General Conditions, Article 11, Payments to Contractor and Completion.

5.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

5.4 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

5.5 The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the CITY complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to CITY to defend and indemnify CITY and any other property owner, person or entity CITY may be required to indemnify against any lien or claim.

5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, CITY shall pay the remainder of the Contract Price and any retainage as recommended by the CITY'S REPRESENTATIVE.

ARTICLE 6 – INSURANCE/INDEMNIFICATION.

6.1 Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

6.2 Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, it's elected officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including “technical data.”

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 The CONTRACTOR has given the CITY’S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY’S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 The CONTRACTOR warrants the following:

7.8.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental

handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

7.8.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.8.3 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

7.8.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Section 00456, of the Instructions to Bidders.

ARTICLE 8 – CONTRACT DOCUMENTS.

8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

8.1.1 Change Orders.

8.1.2 Field Orders.

8.1.3 Contract for Construction.

8.1.4 Exhibits to this Contract.

8.1.5 Supplementary Conditions.

8.1.6 General Conditions.

8.1.7 Any federal, state, county or city permits for the Project

8.1.8 Specifications bearing the title: *Project Manual*.

8.1.9 Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: *City of Doral Canal Embankment Restoration Program: Fiscal Year 4*.

8.1.10 Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.

- 8.1.11** Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.1.12** The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.13** There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.
- 8.1.14** The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.
- 8.1.15** The General Conditions discuss the bond and surety requirements of the CITY. This Contract does [x], does not [] require bonds. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

ARTICLE 9 – MISCELLANEOUS.

9.1 Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders also apply to this Contract.

9.2 Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

9.5 Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply.

9.6 Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

9.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

9.8 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

9.9 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CITY:

Joe Carollo, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

WITH COPY TO:

John Herin, City Attorney
Gray Robinson, P.A.
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, Florida 33301

FOR CONTRACTOR:

Juan C. Gonzalez
Gonzalez & Sons Equipment, Inc.
9390 NW 109th Street
Medley, FL 33178

9.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

9.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees at the trial and appellate level.

9.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF DORAL, FLORIDA, signing by and through its City Manager, authorized to execute same by Council action on the _____ day of _____, 20____, and by _____(Contractor), signing by and through its _____, duly authorized to execute same.

WITNESS

CONTRACTOR

By: _____
(Signature and Corporate Seal)

(Contractor)

(Print Name and Title)

(Signature)

(Print Name and Title)

_____ day of _____, 20____.

ATTEST

CITY OF DORAL

Barbara Herrera, City Clerk

Joe Carollo, City Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF DORAL ONLY:

John Herin, City Attorney

() In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.*



Memorandum

Date: April 9, 2014

To: Honorable Mayor and Council Members

From: Jose Olivo, Public Works Director 

Subject: Award Recommendation ITB #2014-07, Canal Bank Stabilization Year IV – Gonzalez & Sons Equipment, Inc.

Background:

ITB #2014-07 was issued on January 24, 2014 for the purpose of providing canal bank stabilization and construction of a maintenance/pedestrian/bike shared use path for Year IV of the Canal Bank Stabilization Program. Nineteen (19) companies attended the Mandatory Pre-Bid Meeting which was held on January 31, 2014. Four (4) Bids were received, opened and read aloud on February 28, 2014, with all companies meeting the required criteria.

Gonzalez & Sons Equipment, Inc. (G&S) was deemed the lowest most responsive and responsible bidder. Attached please find the Bid Tabulation, Bid Inventory, G&S Bid Submittal, and cover page of Plans.

Recommendation:

Therefore, we respectfully request authorization for the City Manager to accept and enter into an agreement with Gonzalez & Sons Equipment, Inc. to perform canal bank stabilization and construction of a maintenance/pedestrian/bike shared use path as scoped on Year IV of the Canal Bank Stabilization Program in an amount of \$2,292,206.05 plus an additional ten (10) percent contingency for any unforeseen conditions resulting in a total of \$2,521,426.66.

Funding for this request is available from the Public Works Stormwater Account #401.80005.500340.