

RESOLUTION No. 19-145

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARING INVITATION TO BID #2019-22, "NW 74 STREET TRAFFIC SIGNAL IMPROVEMENTS AT NW 97 AND NW 102 AVENUES," TO CONTINENTAL CONSTRUCTION USA, LLC., THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING AN AGREEMENT BETWEEN THE CITY AND CONTINENTAL CONSTRUCTION COMPANY IN AN AMOUNT NOT TO EXCEED \$937,591.05 FOR THE CONSTRUCTION OF NEW TRAFFIC SIGNALS ALONG NW 74 STREET AT THE INTERSECTIONS OF NW 97 AND 102 AVENUES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONSTRUCTION AGREEMENT WITH THE NEXT LOWEST BIDDER SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP BIDDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued Invitation to Bid (ITB) #2019-22, titled NW 74th Street Traffic Signal Improvements at NW 97th and NW 102nd Avenues (the "ITB"), for which the City received three (3) responses by the June 7, 2019 submittal deadline, with all three (3) meeting the required criteria; and

WHEREAS, upon review of bids received, staff determined that Continental Construction USA, LLC. was the lowest most responsive and responsible bidder (the "Contractor"); and

WHEREAS, a copy of Contractor's Bid Submittal, which includes the "Construction Agreement", in substantially the form provided, the ITB Inventory, Bid Tabulation, and the executed Joint Participation Agreement (JPA) with Miami-Dade County are all attached as Exhibit "A", which is incorporated herein and made a part hereof by this reference; and

WHEREAS, the PWD requests authorization for the City Manager to transfer funds from the Public Works General Fund, "Improvement Streets", Account No. 001.80005.500633 to "Contractual Services – Other", Account No. 001.80005.500340; and

WHEREAS, staff has recommended that the Mayor and City Council members award the ITB to the Contractor, approve the Construction Agreement with Contractor in a not to exceed amount of \$937,591.05, which includes a 10% contingency to address any unforeseen conditions, and authorize the manager to execute the Construction Agreement and to expend budgeted funds from the Public Works General Fund – Improvement Streets, Account #001.80005.500340 in furtherance hereof.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Construction Agreement between the City and Contractor for the Project, in substantially the form provided in Exhibit "A", in the amount of \$937,591.05 which includes a 10% contingency to address any unforeseen conditions, 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. The budget transfer of funds from Public Works General Fund Account No. 001.80005.500633 (Street Improvements) to Public Works General Fund Account No. 001.80005.500340 (Contractual Services - Other) is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Construction Agreement and expend budgeted funds on behalf of the City in furtherance hereof. The City Manager is further authorized to negotiate and enter into an agreement with

the next highest ranked firm successively, if an agreement cannot be entered into with Contractor, provided the next bidder accepts the contract amount approved above. The City Manager is authorized to transfer the funds from Public Works General Fund Account No. 001.80005.500633 (Street Improvements) to Public Works General Fund Account No. 001.80005.500340 (Contractual Services - Other).

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 12 day of June, 2019.



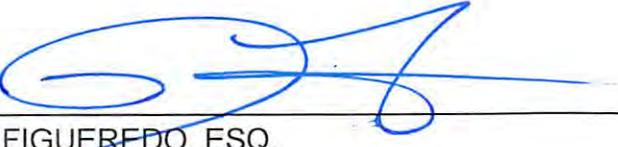
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”



CITY OF DORAL

ITB No. 2019-22

NW 74 STREET SIGNALS AT NW 97 AND NW 102 AVENUE BID TABULATION

List of Respondents	Total Base Bid	
Continental Construction	\$852,355.50	**
Maggolc Inc	\$987,809.50	
AUM Construction	\$1,032,600.00	**

** Corrected price after the City's calculations of unit price submitted.

I certify that this is a true tabulation of bids received.

Tanya Donigan

Bid Tabulation
City of Doral ITB No.2017-10
NW 79th Avenue NW 33rd Street Intersection Improvements

Pay Item	Description: Traffic Signals at NW 74 Street (97 & 102 Ave)	Unit	Quantity	Cost Estimate		AUM Construction		Maggolc Inc		Continental	
				Unit Price Numerical	Amount	Unit Price Numerical	Amount	Unit Price Numerical	Amount	Unit Price Numerical	Amount
101-1	Mobilization	LS	1.00	\$43,027.81	\$43,027.81	\$25,031.60	\$25,031.60	\$30,000.00	\$30,000.00	\$80,000.00	\$80,000.00
102-1	Maintenance of Traffic	LS	1.00	\$43,027.81	\$43,027.81	\$35,000.00	\$35,000.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00
104-18	Inlet Protection System	EA	7.00	\$92.27	\$645.89	\$250.00	\$1,750.00	\$30.00	\$210.00	\$110.00	\$770.00
107-1	Litter Removal	AC	0.28	\$9.10	\$2.55	\$2,000.00	\$560.00	\$200.00	\$56.00	\$3,500.00	\$980.00
107-2	Mowing	AC	0.13	\$100.10	\$12.51	\$2,000.00	\$250.00	\$200.00	\$25.00	\$3,500.00	\$437.50
110-1-1	Clearing and Grubbing	AC	2.44	\$13,374.23	\$32,633.12	\$5,000.00	\$12,200.00	\$10,000.00	\$24,400.00	\$2,400.00	\$5,856.00
160-4	Type B Stabilization	SY	135.00	\$4.07	\$549.45	\$20.00	\$2,700.00	\$3.00	\$405.00	\$3.50	\$472.50
285-709	Optional Base Group 09	SY	135.00	\$15.37	\$2,074.95	\$30.00	\$4,050.00	\$20.00	\$2,700.00	\$16.16	\$2,181.60
327-70-1	Milling Exits Asphalt, 1" Avg Depth	SY	6,098.00	\$3.53	\$21,525.94	\$4.00	\$24,392.00	\$5.00	\$30,490.00	\$2.50	\$15,245.00
334-1-13	Superpave Asphaltic Conc., Traffic C	TN	22.40	\$103.24	\$2,312.58	\$275.00	\$6,160.00	\$190.00	\$4,256.00	\$165.00	\$3,696.00
337-7-82	Asphaltic Concrete Friction Course FC-9.5, PG 76-22	TN	340.00	\$126.93	\$43,156.20	\$165.00	\$56,100.00	\$200.00	\$68,000.00	\$165.00	\$56,100.00
425-6	Valve Boxes/Meters Adjust	EA	33.00	\$500.00	\$16,500.00	\$450.00	\$14,850.00	\$350.00	\$11,550.00	\$550.00	\$18,150.00
520-1-10	Concrete Curb & Gutter Type F	LF	521.00	\$21.32	\$11,107.72	\$35.00	\$18,235.00	\$22.00	\$11,462.00	\$20.00	\$10,420.00
522-1	Concrete Sidewalk 4" Thick (Includes Ped. Ramp)	SY	331.00	\$36.13	\$11,959.03	\$70.00	\$23,170.00	\$45.00	\$14,895.00	\$38.00	\$12,578.00
523-1-3	Patterned Pavement, Green Bike Lane	SY	283.00	\$132.31	\$37,443.73	\$90.00	\$25,470.00	\$65.00	\$18,395.00	\$61.00	\$17,263.00
527-2	Detectable Warning Surface	SF	56.00	\$26.34	\$1,475.04	\$30.00	\$1,680.00	\$20.00	\$1,120.00	\$20.00	\$1,120.00
570-1-2	Performance Turf, Sod	SY	30.00	\$3.85	\$115.50	\$30.00	\$900.00	\$30.00	\$900.00	\$5.00	\$150.00
Signalization											
630-2-11	Conduit, F&I, Open Trench	LF	340.00	\$9.94	\$3,379.60	\$12.00	\$4,080.00	\$21.60	\$7,344.00	\$6.10	\$2,074.00
630-2-12	Conduit, F&I, Directional Bore	LF	140.00	\$19.48	\$2,727.20	\$25.00	\$3,500.00	\$24.00	\$3,360.00	\$16.70	\$2,338.00
632-7-1	Cable, Signal, F&I	PI	2.00	\$5,414.78	\$10,829.56	\$5,500.00	\$11,000.00	\$19,176.00	\$38,352.00	\$4,698.30	\$9,396.60
635-2-11	Pull & Splice Box, F&I, 13"x24" Cover Size	EA	34.00	\$674.83	\$22,944.22	\$700.00	\$23,800.00	\$624.00	\$21,216.00	\$590.00	\$20,060.00
639-1-122	Electrical Power Service, F&I, Underground Meter	AS	2.00	\$2,554.92	\$5,109.84	\$2,500.00	\$5,000.00	\$3,204.00	\$6,408.00	\$1,905.30	\$3,810.60
639-2-1	Signals, Electrical Service Wire, F&I	LF	870.00	\$6.04	\$5,254.80	\$5.00	\$4,350.00	\$7.20	\$6,264.00	\$5.50	\$4,785.00
639-3-11	Electrical Service Disconnect, F&I Pole Mount	EA	2.00	\$1,550.71	\$3,101.42	\$1,000.00	\$2,000.00	\$1,308.00	\$2,616.00	\$928.20	\$1,856.40
641-2-12	Prestressed Conc. Pole, F&I, Type P-II Service Pole	EA	2.00	\$1,499.66	\$2,999.32	\$1,200.00	\$2,400.00	\$1,980.00	\$3,960.00	\$1,258.60	\$2,517.20
646-1-11	Aluminum Signals Pole, Pedestal, F&I	EA	8.00	\$1,415.47	\$11,323.76	\$1,200.00	\$9,600.00	\$1,620.00	\$12,960.00	\$1,169.20	\$9,353.60
649-21-6	Steel Mast Arm Assembly, F&I, 50'	EA	2.00	\$41,304.74	\$82,609.48	\$52,000.00	\$104,000.00	\$40,946.00	\$81,892.00	\$32,804.70	\$65,609.40
649-21-10	Steel Mast Arm Assembly, F&I, 60'	EA	2.00	\$44,577.52	\$89,155.04	\$58,000.00	\$116,000.00	\$44,604.00	\$89,208.00	\$34,329.10	\$68,658.20
649-21-15	Steel Mast Arm Assembly, F&I, 70'	EA	4.00	\$46,915.70	\$187,662.80	\$65,000.00	\$260,000.00	\$53,926.00	\$215,704.00	\$45,180.40	\$180,721.60
650-1-14	Traffic Signal, F&I, 3 Section, 1 Way, Standard	AS	13.00	\$999.81	\$12,997.53	\$1,100.00	\$14,300.00	\$1,344.00	\$17,472.00	\$820.10	\$10,661.30
650-1-16	Traffic Signal, F&I, 4 Section, 1 Way, Standard	AS	2.00	\$1,178.23	\$2,356.46	\$1,400.00	\$2,800.00	\$1,536.00	\$3,072.00	\$1,003.50	\$2,007.00
650-1-19	Traffic Signal, F&I, 5 Section Cluster, 1 Way	AS	9.00	\$1,734.10	\$15,606.90	\$1,500.00	\$13,500.00	\$2,136.00	\$19,224.00	\$1,408.60	\$12,677.40
653-1-11	Pedestrian Signal, F&I, LED-Count Dwn, 1 Way	AS	2.00	\$690.40	\$1,380.80	\$1,100.00	\$2,200.00	\$744.00	\$1,488.00	\$576.60	\$1,153.20
653-1-12	Pedestrian Signal, F&I, LED-Count Dwn, 2 Way	AS	7.00	\$1,228.36	\$8,598.52	\$1,500.00	\$10,500.00	\$1,452.00	\$10,164.00	\$1,006.80	\$7,047.60
660-4-11	Vehicle Detection System, Video, Cabinet	EA	8.00	\$6,810.51	\$54,484.08	\$6,000.00	\$48,000.00	\$6,720.00	\$53,760.00	\$5,150.30	\$41,202.40
660-4-12	Vehicle Detection System, Video, Above Ground	AS	12.00	\$4,562.39	\$54,748.68	\$2,500.00	\$30,000.00	\$3,900.00	\$46,800.00	\$3,851.10	\$46,213.20
665-1-11	Ped Detector, F&I, Det Sta Pole or Cab Mtd	EA	10.00	\$242.23	\$2,422.30	\$250.00	\$2,500.00	\$264.00	\$2,640.00	\$203.10	\$2,031.00
670-5-120	Traffic Controller Assembly, F&I, 170	AS	2.00	\$26,077.89	\$52,155.78	\$28,000.00	\$56,000.00	\$29,264.00	\$58,528.00	\$30,600.00	\$61,200.00
Signing and Pavement Markings											
700-1-11	Sign, Single Post (Less than 12 Sq. Ft.)	AS	10.00	\$366.26	\$3,662.60	\$650.00	\$6,500.00	\$250.00	\$2,500.00	\$308.41	\$3,084.10
700-1-60	Single Post Sign, Remove	AS	4.00	\$38.09	\$152.36	\$100.00	\$400.00	\$40.00	\$160.00	\$605.60	\$2,422.40
700-3-201	Sign Panels, F & I, 12 or Less	EA	4.00	\$591.54	\$2,366.16	\$300.00	\$1,200.00	\$816.00	\$3,264.00	\$459.30	\$1,837.20
700-5-21	Internal Illuminated Sign, F&I, Street Name	EA	8.00	\$3,158.23	\$25,265.84	\$2,800.00	\$22,400.00	\$2,976.00	\$23,808.00	\$2,720.30	\$21,762.40
705-10-1	Object Marker, Type 1	EA	3.00	\$215.30	\$645.90	\$300.00	\$900.00	\$250.00	\$750.00	\$240.00	\$720.00
706-3	Pavement Marker Retro-Reflective	EA	180.00	\$3.80	\$684.00	\$5.00	\$900.00	\$6.00	\$1,080.00	\$5.00	\$900.00
710-90	Painted Pav't. Markings, Final	LS	1.00		\$0.00	\$3,502.40	\$3,502.40	\$5,500.00	\$5,500.00	\$5,730.10	\$5,730.10
710-11-101	Painted Pav't. Markings, STD, White, Solid 6"	GM	0.31	\$1,076.93	\$333.85	\$600.00		\$3,500.00		\$1,300.00	
710-11-103	Painted Pav't. Markings, STD, White, Solid 12"	GM	0.28	\$2,820.00	\$789.60	\$1.00		\$3.00		\$1.50	
710-11-124	Painted Pav't. Markings, STD, White, Solid 18"	LF	94.00	\$1.03	\$96.82	\$1.00		\$3.50		\$2.00	
710-11-125	Painted Pav't. Markings, STD, White, Solid 24"	LF	250.00	\$1.39	\$347.50	\$1.20		\$4.00		\$2.50	
710-11-141	Painted Pav't. Markings, STD, White, 2-4 Dotted, 6"	GM	0.10	\$706.96	\$67.16	\$0.15		\$1.00		\$1.00	
710-11-160	Painted Pav't. Markings, STD, White (Message- *Only*)	EA	2.00	\$53.61	\$107.22	\$50.00		\$70.00		\$80.00	
710-11-170	Painted Pav't Markings, STD, White, Arrows	EA	15.00	\$31.87	\$478.05	\$25.00		\$70.00		\$55.00	
710-11-201	Painted Pav't. Markings, STD, Yellow, Solid 6"	GM	0.12	\$983.79	\$115.10	\$600.00		\$3,800.00		\$1,300.00	
710-11-224	Painted Pav't. Markings, STD, Yellow, Solid 18"	LF	6.50	\$1.25	\$8.13	\$1.00		\$3.00		\$2.00	
710-11-290	Painted Pav't. Markings, STD, Yellow, Island Nose	SF	68.00	\$4.62	\$314.16	\$12.00		\$3.00		\$9.50	
711-11-123	Thermoplastic (White) (Solid) (12")	LF	1,480.00	\$2.52	\$3,729.60	\$2.50	\$3,700.00	\$4.00	\$5,920.00	\$2.50	\$3,700.00
711-11-124	Thermoplastic (White) (Solid) (18")	LF	94.00	\$3.33	\$313.02	\$3.50	\$329.00	\$5.00	\$470.00	\$3.50	\$329.00
711-11-125	Thermoplastic (White) (Solid) (24")	LF	250.00	\$5.50	\$1,375.00	\$5.00	\$1,250.00	\$6.00	\$1,500.00	\$5.50	\$1,375.00
711-11-141	Thermoplastic (White) (DOT Guide), 6"	GM	0.09	\$2,086.82	\$196.16	\$5,000.00	\$470.00	\$5,500.00	\$517.00	\$2,400.00	\$225.60
711-11-160	Thermoplastic (White) (Message - *Only*)	EA	2.00	\$133.62	\$267.24	\$160.00	\$320.00	\$150.00	\$300.00	\$145.00	\$290.00
711-11-170	Thermoplastic (White) (Arrows)	EA	15.00	\$61.53	\$922.95	\$100.00	\$1,500.00	\$150.00	\$2,250.00	\$85.00	\$1,275.00
711-11-224	Thermoplastic (Yellow) (Solid) (18")	LF	6.50	\$3.45	\$22.43	\$10.00	\$65.00	\$5.00	\$32.50	\$3.60	\$23.40
711-14-160	Thermoplastic, Preformed (White) Message	EA	9.00	\$226.05	\$2,034.45	\$250.00	\$2,250.00	\$200.00	\$1,800.00	\$260.00	\$2,340.00
711-14-170	Thermoplastic, Preformed (White) Arrow	EA	9.00	\$122.32	\$1,100.88	\$250.00	\$2,250.00	\$200.00	\$1,800.00	\$170.00	\$1,530.00
711-16-101	Thermoplastic (White) (Solid) (6")	GM	0.31	\$4,211.07	\$1,305.43	\$5,000.00	\$1,550.00	\$6,000.00	\$1,860.00	\$4,300.00	\$1,333.00
711-16-201	Thermoplastic (Yellow) (Solid) (6")	GM	0.12	\$4,208.44	\$492.39	\$5,000.00	\$585.00	\$6,000.00	\$702.00	\$5,000.00	\$585.00
	Tree Relocation	EA	3.00		\$0.00	\$1,500.00	\$4,500.00	\$100.00	\$300.00	\$700.00	\$2,100.00
				Total Cost Estimate	\$946,611.92	Total Bid	\$1,032,600.00	Total Bid	\$987,809.50	Total Bid	\$852,355.50
						Corrected		OK		Corrected	

*Incorrect Bid Form



City of Doral

Invitation to Bid

NW 74 Street Traffic Signal Improvements at NW 97 and NW 102 Avenues

ITB No. 2019-22

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Albert Childress, City Manager, City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166 until **11:00 am on June 7th, 2019**. Bids shall be submitted in a sealed box/envelope clearly marked on the exterior ***“NW 74 Street Traffic Signal Improvements at NW 97 and NW 102 Avenues, ITB No. 2019-22”***.

All bids shall be publicly opened and recorded on June 7th, 2019 at 11:00 am. Late submittals shall not be accepted or considered. **A mandatory pre-bid conference shall be held on May 16th, 2019 at 11:00 a.m. at City of Doral Government Center, Third Floor Training Room.**

Bidders are to deliver **One (1) original and three (3) copies** in separate 3 ring binders of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Invitation to Bid. In addition, bidders are to deliver two (2) CDs containing a complete PDF copy of all materials submitted in the bid. **No bid will be accepted without this requirement.**

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any proposal. The City may reject any or all bids and re-advertise.

PROJECT OVERVIEW

The City of Doral desires to retain the services of a qualified Contractor, as specified in the Miami-Dade County Requirements section of this document, to construct traffic signal and roadway improvements along NW 74th Street at NW 97th Avenue and NW 102nd Avenue to include new traffic signals, sidewalks, curb and gutter, and other roadway improvements as shown on the plans. Through the Invitation to Bid (ITB) process described herein, qualified Contractors interested in assisting the City with the provision of such services must prepare and submit a bid packet in accordance with the procedure and schedule of this ITB. The City will review submittals only from those contractors that submit an ITB packet which includes all the information required to be included as described herein.

The City intends to award a contract for the construction of traffic signal improvements along NW 74th Street at NW 97th Avenue and NW 102nd Avenue to the contractor that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be in the greatest benefit to the City.

It is the intent of the City to award a contract for a period of one hundred and eighty **(180) calendar days** for final completion of project.

A copy of the complete bid package may be obtained from the City of Doral website, www.cityofdoral.com, by clicking on the Procurement Division link under City Departments. Select the "RFP/Open Bids" link. It is important that you click on the "register and download" hyperlink to access the entire document. Please note that a brief registration process is required prior to download. Once registered you will receive an activation code that will grant you access to the documents.

All questions or comments should be directed to the following email: procurement@cityofdoral.com. Inquiries must reference ***"NW 74 Street Traffic Signal Improvements at NW 97 and NW 102 Avenues, ITB #2019-22"*** in the subject line. No phone calls will be accepted in reference to this ITB. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this ITB, supplements or revisions will be made available via written addendum.

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any bid. The City may reject any or all bids and re-advertise.

SCHEDULE OF EVENTS

Mandatory Pre-bid Conference:

11:00 am, May 16th, 2019
City of Doral, Government Center
8401 NW 53 Terrace,
Third Floor Training Room
Doral, FL 33166
For directions, please call 305-593-6725

Deadline for Written Questions:

5:00 pm, May 23rd, 2019

Deadline for Submittal & Proposal Opening:

11:00 am, June 7th, 2019
City of Doral, Government Center
8401 NW 53 Terrace,
First Floor – City Clerk Office
Doral, FL 33166
For directions, please call 305-593-6725

END OF SECTION

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STATEMENT OF NO RESPONSE

SOLICITATION RESPONSE FORM

GENEERAL INFORMATION WORKSHEET

BUSINESS ENTITY AFFIDAVIT (VENDOR/BIDDER DISCLOSURE)

AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

PROPOSER'S CERTIFICATION

ITB SIGNATURE FOR SOLE PROPRIETOR OR PARTNERSHIP

ITB SIGNATURE PAGE FOR CORPORATION

MIAMI-DADE COUNTY REQUIREMENTS

SMALL BUSINESS DEVELOPMENT PROJECT WORKSHEET

PREVAILING MINIMUM WAGES

SECTION 00010 – ATTACHMENTS
EXHIBIT A
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per Job)	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$2,000,000

B. Endorsements Required

City of Doral included as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse & Underground Hazard

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non-Owned Autos	
Any One Accident	\$2,000,000

B. Endorsements Required

City of Doral included as an additional insured

III. Workers Compensation / Employer's Liability

A. Workers' Compensation - Statutory Limits - State of Florida

B. Employer's Liability Limits

- A.
- \$1,000,000 for bodily injury caused by an accident, each accident
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

IV. **Umbrella/Excess Liability** insurance can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

V. **INSTALLATION FLOATER (If Applicable)** \$Bid Cost

Causes of Loss: All Risk/Special Form Coverage
Valuation: Replacement Cost
Deductible: 10,000 AOP, 5% Wind and Hail

VII. **Payment and Performance Bond** \$TBD

City of Doral listed as Obligee

Subcontractors’ Compliance: It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with 10 days’ prior written notice of cancellation or material change from the insurer. If policy terms do not comply, it is the Contractor’s responsibility for such notification to City.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.:

The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

EXHIBIT "B"
CHANGE ORDER

SECTION 00200 - INSTRUCTIONS TO BIDDERS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE OFFICE OF THE CITY MANAGER ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE INVITATION TO BID FORM.

1.1 Taxes: Bidder shall include all applicable taxes in the Bid.

1.2 Purpose of Bid: The City of Doral intends to secure a source of services/supply (s) at the lowest responsive and responsible price. The City reserves the right to award the Bid considered the best to serve the City's interests.

1.3 Questions: Any questions regarding this ITB should be directed in writing to the Procurement Division via email at: procurement@cityofdoral.com. All inquiries must have in the subject line the following: ***NW 74 Street Traffic Signal Improvements at NW 97 and NW 102 Avenues, ITB No. 2019-22.***

Bidders requiring clarification or interpretation of the ITB must submit them via e-mail on or before **5:00 pm, May 23rd, 2019**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers listed on the official BIDDER's list as having received the bidding documents. In addition, inquiries and responses may also be posted on the City of Doral website, Vendor Registry and DemandStar. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a BIDDER from submitting their Bid on the required date and time as publicly noted.

1.4 BIDDER warrants that the prices, terms, and conditions quoted in the Bid will be firm for a period of 120 days from the date of the Bid opening unless otherwise stated in the Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the invitations to Bid will be cause for rejection, as determined by the City.

1.5 Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida 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 provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

2.1 Submission of Bids

2.1.1 BIDDER's shall use the Bid Form(s) furnished by the City. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid forms will invalidate the Bid. BIDDER shall

deliver to the City, as Bid package:

1. This entire Bid document, with all sections executed.
2. A copy of all issued addenda.
3. One (1) Original and three (3) duplicates in three-ring binders, 2 CD Copies of the response and Bid Form completely executed and properly labeled.
4. Bid Security, (Bid Bond from Surety Company) attached to the front inside cover of the Bid document.
5. Certificates of Competencies.
6. Certificate of Insurance and or Letter of Insurability
7. Fair Wage Affidavit
8. Schedule of Intent Affidavit – Community Small Business Enterprise Program

The entire Bid Package shall be placed in a sealed opaque envelope, box, or container and clearly marked with the BIDDER's name and address.

2.1.2 Bids having an erasure or corrections must be initialed by the BIDDER in ink. Bids shall be signed in ink; all quotations shall be typewritten or printed and filled in with ink.

2.1.3 Guaranties: no guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to reasonably increase or decrease quantities as required. The prices offered herein, and the percentage rate of discount applies to other representative items not listed in this Bid.

2.2 Delivery: all items shall be delivered f.o.b. destination (i.e. at a specific City of Doral address), and delivery costs and charges (if any) will be included in the Bid Price. Exceptions shall be noted.

2.3 Mistake: if there is a discrepancy in the unit and extended prices, the unit prices(s) will prevail and the extensions adjusted to coincide. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the BIDDER from their responsibility as noted herein.

3.1 Brand Names: if a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Bidder may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.

3.2 Material: material(s) delivered to the City under this bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product (s) to the seller at the sellers' expense.

3.3 Pricing: prices should be stated in units of quantity specified in the Bid Form. In case of a

discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City.

3.4 Safety Standards: the BIDDER warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable.

3.5 Payments: payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

4.1 Liability, Insurance, Licenses & Permits: where BIDDER's are required to enter onto City of Doral property to deliver materials or to perform work or services as a result of a Bid award, the BIDDER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The BIDDER shall be liable for any damages or loss to the City occasioned by negligence of the BIDDER (or their agent) or any person the BIDDER has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Miami-Dade County, or City of Doral Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licenser will be grounds for rejecting the Bid and forfeiture of the Bid Bond.

4.2 BIDDER shall furnish to the Finance Director, City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in Exhibit A - Insurance Requirements. At the time of Bid submission, the BIDDER must submit certificates of insurance.

5.1 All insurance shall be issued by companies rated A-: Class V or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the BIDDER and insurer to notify the finance support services director of the City of Doral of cancellation, lapse, or material modification of any insurance policies insuring the BIDDER, which relate to the activities of such vendor and the City of Doral. Such notification shall be in writing, and shall be submitted to the City Finance Director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance.

5.2 Failure to fully and satisfactorily comply with the City's insurance and bonding requirements set forth herein will result in the Rejection of the Bid by the City. The BIDDER hereby holds the City of Doral and Miami-Dade County harmless and agrees to indemnify the City of Doral and Miami-Dade County and covenants not to sue the City of Doral or Miami-Dade County by virtue of such rejection.

5.3 Copy rights and/or Patent Rights: BIDDER warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The bidder agrees to indemnify City from any and all liability, loss, or expense

occasioned by any such violation.

6.1 Warranty/Guaranty: successful BIDDER shall take all necessary steps and complete all forms for Warranty / Guarantee coverage under this Contract. BIDDER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.

6.2 Samples: samples of items, when required, must be furnished by the BIDDER free of charge to the City. Each individual sample must be labeled with the BIDDER's name and manufacturer's brand name and delivered by them within ten (10) calendar days of the Bid opening unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.

6.3 Governmental Restrictions: in the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful BIDDER to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Doral reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.

6.4 Assignment: the BIDDER shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the BIDDER changes hands subsequent to the award of this contract, BIDDER shall promptly notify CITY in writing of such change in ownership or control at least thirty (30) days prior to such change and CITY shall have the right to terminate the contract upon sixty (60) days written notice, at CITY's sole discretion.

6.5 Award of Bids: the City of Doral reserves the right to accept or reject any and / or all bids or parts of bids, to waive any informality, irregularities, or technicalities, to re-advertise for bids, or take any other actions that may be deemed to be in the best interests of the City. The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of Bid(s) shall be made by the City Council. In addition, each bidder agrees to waive any claim it has or may have against the CITY, the Successful Bidder, and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

6.6 Discrepancies: in case of discrepancies, computed dimensions shall govern over scaled dimensions; supplemental specifications shall govern over standard specifications; and special specifications shall govern over drawings, supplemental and standard specifications.

7.1 Evaluation of Bids: The City, at its sole discretion, reserves the right to inspect any / all BIDDER's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the BIDDER, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

7.2 Identical (tie bids): shall be awarded by the City in compliance with Florida State statutes providing for a drug free workplace, that is, in the event of an identical tie Bid, a preference shall be given to a business having a drug free workplace under Florida Statute Section 287.087, as amended. Failure to provide proof of compliance when requested shall be cause for rejection of the Bid as determined by the City.

7.3 Preference to Local Businesses: No local preference for this ITB.

7.4 Hold Harmless: all BIDDERS shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

7.5 Cancellation: failure on the part of the BIDDER to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.

7.6 Disputes: if any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the BIDDER and the CITY department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the CITY Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

8.1 Non-conformance to Contract: the City of Doral may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be repaired to the City's satisfaction within (5) calendar days by the contractor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

8.2 Default Provision: in case of default by the BIDDER or CONTRACTOR, the City of Doral may procure the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

8.3 Indemnification: the CONTRACTOR shall indemnify, save harmless, and defend the City of Doral, its' officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and/or from any procurement decision of the City including without limitation, awarding the Contract to the CONTRACTOR.

8.4 Secondary/Other Vendors: The City reserves the right in the event the primary bidder cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the Contract.

8.5 Specifications: All construction and materials furnished by the successful BIDDER shall conform to the Standard and Specifications of the City of Doral, Miami-Dade County Traffic Signals and Signs Standards (attached), Miami-Dade County Public Works Department Standards and Specifications Parts 1, 2 & 3, The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, The Florida Department of Transportation Roadway and Traffic Design Standards, and the Florida Department of Transportation Standards and Specifications. BIDDER shall also perform all work in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.

8.6 Cone of Silence Provisions: Notwithstanding any other provision of these specifications, the provisions of Miami-Dade County "Cone of Silence" ordinance, found in 2-11.1, Miami-Dade County Code, are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or contractor, and:

The City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each ITB, RFQ and bid after the advertisement of said ITB, RFQ, or bid.

The Cone of Silence shall terminate at the time the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- 1) oral communications at pre-bid conferences;
- 2) oral presentations before selection or evaluation committees;
- 3) public presentations made to the City Council during any duly noticed public meeting;
- 4) communication in writing at any time with any City employee, unless specifically

- prohibited by the applicable ITB, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- 5) communications regarding a particular ITB, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or contractor and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such ITB, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - 6) communications with the City Attorney and his or her staff;
 - 7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
 - 8) any emergency procurement of goods or services pursuant to City Code;
 - 9) responses to the City's request for clarification or additional information;
 - 10) contract negotiations during any duly noticed public meeting; and
 - 11) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, services provider, proposer, bidder, lobbyist, or contractor and a member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Contact the City Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any ITB award or RFQ award to said bidder or proposer voidable by the City Council and/or City Manager.

9.1 Bonding Requirements: The BIDDER, in submitting this Bid, must include a 5% Bid Bond for the amount of the base Bid. Such bond shall be from a **Surety Company** in the amount of 5% of the total amount of the base Bid. A company, cashier or personal check **shall not** be deemed a valid Bid Security.

9.1.1 Performance and Payment Bond: The City of Doral shall require the successful BIDDER to furnish a Performance Bond and Payment bond, each, in the amount of 100% of the total Bid Price, with the City of Doral and Miami-Dade County as joint Obligees, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.

9.1.2 Bid Guaranty: The successful BIDDER shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days of notification of the award by the City.

The BIDDER who has the Contract awarded to them and who fails to execute the Contract, furnish the Performance and Payment Bonds, and/or Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the BIDDER fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

9.1.3 Contract Time and Contract Time Extensions:

The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the general conditions.

It is the intent of the City to award a contract for a period of **one hundred and fifty (180) calendar days** for final completion.

If applicable, the time allowed for the completion of the work shall be stated in each work order.

END OF SECTION

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:

Method of Compliance

Cost

Total: \$ _____

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

Julia Onal

Printed Name

06/06/2019

Date

Bidder's Signature

Juan C. Jurado

Printed Name

General manager

Title

06/06/2019

Date

**SECTION 00410 - BID FORM
ITB #2019-22**

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. <u> 1 </u>	Dated: <u> May 28, 2019 </u>
Addendum No. <u> </u>	Dated: <u> </u>
Addendum No. <u> </u>	Dated: <u> </u>
Addendum No. <u> </u>	Dated: <u> </u>

(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:

Item Number	Description	Unit	Qty.	Unit Price	Cost
101-1	MOBILIZATION	LS	1		
102-1	MAINTENANCE OF TRAFFIC	LS	1		
0102 3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	113		
0102 14	TRAFFIC CONTROL OFFICER	MH	48		
0102 60	WORK ZONE SIGN	ED	3075		
0102 74 1	TEMPORARY BARRICADE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	5225		
0102 74 2	BARRICADE, TEMPORARY, TYPE III, 6'	ED	3660		

0102 76	ARROW BOARD / ADVANCE WARNING, ARROW PANEL	ED	75		
0102 77	HIGH INTENSITY FLASHING LIGHTS (TEMP - TYPE B)	ED	610		
0102 99	CHANGEABLE VARIABLE MESSAGE SIGN (TEMPORARY)	ED	28		
0104 10 3	SEDIMENT BARRIER	LF	3039		
0104 18	INLET PROTECTION SYSTEM	EA	11		
0110 1 1	CLEARING & GRUBBING	AC	3.147		
0120 1	REGULAR EXCAVATION	CY	864		
0120 4	SUBSOIL EXCAVATION	CY	1849		
0120 6	EMBANKMENT	CY	7377		
0160 4	TYPE B STABILIZATION (CBR-30)	SY	11197		
0121 70	FLOWABLE FILL	CY	12		
0162 1 11	PREPARED SOIL LAYER, FINISH SOIL, 6"	SY	3582		
0285 706	OPTIONAL BASE (BASE GROUP 6) (LIMEROCK BASE OPTION ONLY)	SY	11151		
0327 70 1	MILLING EXISTING ASPHALT PAVEMENT (1" AVG. DEEP)	SY	266		
0334 2 13 2	HOT MIX ASPHALT STRUCTURAL COURSE (TRAFFIC C) (SP-12.5) (2" THICK)	TN	1190.7		
0337 8 32	HOT MIX ASPHALTIC FRICTION COURSE (TRAFFIC C) (FC-9.5) (1" THICK)	TN	583.7		
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	4606		
0520 2 4	CONCRETE CURB, TYPE D	LF	8		

0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE	LF	120		
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1768		
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	157		
0527 2	DETECTABLE WARNINGS	SF	29		
0550 10 228	FENCING, TYPE B, 5.1-6.0, RESET EXISTING	LF	1418		
0550 10 240	FENCING, TYPE B, 7.1-8.0', STANDARD	LF	30		
0550 10 248	FENCING, TYPE B, 7.1-8.0, RESET EXISTING	LF	1102		
0550 10 948	FENCING, SPECIAL (ALUMINUM PICKET), 7.1-8.0, RESET EXISTING	LF	89		
0570 1 2	PERFORMANCE TURF, SOD	SY	3582		
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	4		
0710 11 111	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 6"	NM	0.654		
0710 11 122	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 8"	LF	1526		
0710 11 123	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 12"	LF	492		
0710 11 124	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 18"	LF	459		
0710 11 125	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 24"	LF	89		
0710 11 131	PAINTED PAVEMENT MARKINGS, STD., WHITE, SKIP, 6", 10-30 SKIP	GM	0.424		
0710 11 151	PAINTED PAVEMENT MARKINGS, STD., WHITE, DOTTED, 6"	LF	104		
0710 11 211	PAINTED PAVEMENT MARKINGS, STD., YELLOW, SOLID, 6"	NM	0.919		

0710 11 224	PAINTED PAVEMENT MARKINGS, STD., YELLOW, SOLID, 18"	LF	346		
0425 1 351	INLET S, CURB, TYPE P-5, <10	EA	2		
0425 1 352	INLET S, CURB, TYPE P-5, >10	EA	1		
0425 1 362	INLET S, CURB, TYPE P-6, >10	EA	2		
0425 1 451	INLETS, CURB, TYPE J-5, <10'	EA	3		
0425 1 452	INLETS, CURB, TYPE J-5, >10'	EA	1		
0425 1 462	INLETS, CURB, TYPE J-6, >10'	EA	2		
0430 175 115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	LF	346		
0430 175 136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"S/CD	LF	3		
0443 70 6	FRENCH DRAIN, 36"	LF	1240		
0523 1 3	PATTERNED PAVEMENT, VEHICULAR AREAS-GREEN BIKE LANE	SY	134		
0700 1 11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	17		
0700 1 50	SINGLE POST SIGN - RELOCATE	AS	1		
0700 1 60	SINGLE POST SIGN - REMOVE	AS	9		
0706 6	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	312		
0710 11 290	PAINTED PAVEMENT MARKINGS, STD., YELLOW, ISLAND NOSE	SF	104		
0711 11 123	THERMOPLASTIC, STD., WHITE, SOLID, 12"	LF	492		
0711 11 124	THERMOPLASTIC, STD., WHITE, SOLID, 18"	LF	459		

0711 11 125	THERMOPLASTIC, STD., WHITE, SOLID, 24"	LF	89		
0711 11 151	THERMOPLASTIC, STD., WHITE, DOTTED / GUIDELINE	LF	104		
0711 11 160	THERMOPLASTIC, STD., WHITE, MESSAGE	EA	12		
0711 11 170	THERMOPLASTIC, STD., WHITE, ARROW	EA	15		
0711 11 224	THERMOPLASTIC, STD., YELLOW, SOLID, 18"	LF	346		
0711 14 160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	8		
0711 14 170	THERMOPLASTIC, PREFORMED, WHITE, ARROWS	EA	8		
0711 16 111	THERMOPLASTIC, STD., OTHER SURFACES, WHITE, SOLID, 6"	NM	0.654		
0711 16 112	THERMOPLASTIC, STD., OTHER SURFACES, WHITE, SOLID, 8"	NM	0.289		
0711 16 131	THERMOPLASTIC, STD., OTHER SURFACES, WHITE, SKIP, 6" 10-30 SKIP	GM	0.424		
0711 16 211	THERMOPLASTIC, STD., OTHER SURFACES, YELLOW, SOLID, 6"	NM	0.919		
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1336		
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	198		
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	13		
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, No.8-6	LF	6662		
0715 4 112	LIGHT POLE COMPLETE, F&I, WIND SPEED 150, POLE - 45'	EA	10		
0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	1		
0715 500 1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	EA	10		

0110 15 2	ARBORIST WORK- TREE PRESERVATION AND RELOCATION	EA	136		
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TOTAL BASE BID _____

EVALUATION SHALL BE BASED ON TOTAL BASE BID

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 one hundred and fifty (150) calendar days. No extension of time will be given unless stated in writing.

BASE BID:

_____ 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: Continental Construction USA, LLC

Address: 95 Merrick way, Suite 480, Coral Gables, FL 33134

SECTION 00410 - BID FORM - UPDATED

ITB No. 2019-22

Item Number	Description	Unit	Qty.	Unit Price	Cost
101-1	MOBILIZATION	LS	1	\$ 80,000.00	\$ 80,000.00
102-1	MAINTENANCE OF TRAFFIC	DA	1	\$ 20,000.00	\$ 20,000.00
104-18	INLET PROTECTION SYSTEM	EA	7	\$ 110.00	\$ 770.00
107-1	LITTER REMOVAL	AC	0.28	\$ 3,500.00	\$ 980.00
107-2	MOWING	AC	0.125	\$ 3,500.00	\$ 437.50
110-1-1	CLEARING AND GRUBBING	AC	2.44	\$ 2,400.00	\$ 5,856.00
160-4	TYPE B STABILIZATION	SY	135	\$ 3.50	\$ 472.50
285-709	OPTIONAL BASE (BASE GROUP 9)	SY	135	\$ 16.16	\$ 2,181.60
327 70 1	MILLING EXISTING ASPHALT PAVEMENT (1" AVG. DEEP)	SY	6,098	\$ 2.50	\$ 15,245.00
334 1 13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	22.4	\$ 165.00	\$ 3,696.00
337 7 82	ASPHALT FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	340	\$ 165.00	\$ 56,100.00
425 6	VALVE BOX/METERS, ADJUST	EA	33	\$ 550.00	\$ 18,150.00
520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	521	\$ 20.00	\$ 10,420.00
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	331	\$ 38.00	\$ 12,578.00
523 1 3	PATTERNED PAVEMENT, VEHICULAR AREAS, GREEN BIKE LANE	SY	283	\$ 61.00	\$ 17,263.00
527 2	DETECTABLE WARNINGS	SF	56	\$ 20.00	\$ 1,120.00
570 1 2	PERFORMANCE TURF, SOD	SY	30	\$ 5.00	\$ 150.00
630 2 11	CONDUIT, F&I, OPEN TRENCH	LF	340	\$ 6.10	\$ 2,074.00
630 2 12	CONDUIT, F&I, DIRECTIONAL BORE	LF	140	\$ 16.70	\$ 2,338.00
632 7 1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, F&I	PI	2	\$ 4,698.30	\$ 9,396.60
635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	34	\$ 590.00	\$ 20,060.00
639 1 122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	2	\$ 1,905.30	\$ 3,810.60
639 2 1	ELECTRICAL SERVICE WIRE, F&I	LF	870	\$ 5.50	\$ 4,785.00
639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	2	\$ 928.20	\$ 1,856.40
641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	2	\$ 1,258.60	\$ 2,517.20
646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	8	\$ 1,169.20	\$ 9,353.60
649 21 6	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 50'	EA	2	\$ 32,804.70	\$ 65,609.40
649 21 10	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 60'	EA	2	\$ 34,329.10	\$ 68,658.20
649 21 15	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 70'	EA	4	\$ 45,108.40	\$ 180,433.60
650 1 14	VEHICULAR TRAFFIC SIGNAL, F&I ALUMINUM, 3 SECTION, 1 WAY	AS	13	\$ 820.10	\$ 10,661.30
650 1 16	VEHICULAR TRAFFIC SIGNAL, F&I ALUMINUM, 4 SECTION, 1 WAY	AS	2	\$ 1,003.50	\$ 2,007.00
650 1 19	VEHICULAR TRAFFIC SIGNAL, F&I ALUMINUM, 5 SECTION CLUSTER, 1 WAY	AS	9	\$ 1,408.60	\$ 12,677.40
653 1 11	PEDESTRIAN SIGNAL, F&I LED COUNTDOWN, 1 WAY	AS	2	\$ 576.60	\$ 1,153.20
653 1 12	PEDESTRIAN SIGNAL, F&I LED COUNTDOWN, 2 WAYS	AS	7	\$ 1,006.80	\$ 7,047.60
660 4 11	VEHICLE DETECTION SYSTEM - VIDEO, F&I CABINET EQUIPMENT	EA	8	\$ 5,150.30	\$ 41,202.40
660 4 12	VEHICLE DETECTION SYSTEM - VIDEO, F&I ABOVE GROUND EQUIPMENT	EA	12	\$ 3,851.10	\$ 46,213.20
665 1 11	PEDESTRIAN DETECTOR, F&I, STANDARD	EA	10	\$ 203.10	\$ 2,031.00
670 5 120	TRAFFIC CONTROLLER ASSEMBLY, F&I, 170	AS	2	\$ 30,600.00	\$ 61,200.00
700 1 11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	10	\$ 308.40	\$ 3,084.00
700 1 60	SINGLE POST SIGN - REMOVE	AS	4	\$ 605.60	\$ 2,422.40
700 3 201	SIGN PANEL, F&I OVERHEAD MOUNT, UP TO 12 SF	EA	4	\$ 459.30	\$ 1,837.20
700 5 21	INTERNALLY ILLUMINATED SIGN, F&I OVERHEAD MOUNT, UP TO 12 SF	EA	8	\$ 2,720.30	\$ 21,762.40
705 10 1	OBJECT MARKER, TYPE 1	EA	3	\$ 240.00	\$ 720.00
706 3	RETRO-REFLECTIVE PAVEMENT MARKERS (WHITE/RED)	EA	79	\$ 5.00	\$ 395.00
706 3	RETRO-REFLECTIVE PAVEMENT MARKERS (YELLOW/YELLOW)	EA	101	\$ 5.00	\$ 505.00
710 90	PAINTED PAVEMENT MARKINGS	LS	1	\$ 5,730.10	\$ 5,730.10
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 6"	GM	0.31	\$ 1,300.00	
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT	LF	1480	\$ 1.50	
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID FOR DIAGONAL OR CHEVRON 18"	LF	94	\$ 2.00	
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID FOR STOP LINE OR CROSSWALK 24"	LF	250	\$ 2.50	
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENS	LF	498	\$ 1.00	
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, MESSAGE OR SYMBOL	EA	2	\$ 80.00	
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, ARROWS	EA	15	\$ 55.00	
*	PAINTED PAVEMENT MARKINGS, STD., YELLOW, SOLID, 6"	GM	0.117	\$ 1,300.00	
*	PAINTED PAVEMENT MARKINGS, STD., YELLOW, SOLID FOR DIAGONAL OR CHEVRON 18"	LF	6.5	\$ 2.00	
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, YELLOW, ISLAND NOSE	SF	68	\$ 9.50	
711 11 123	THERMOPLASTIC, STD., WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	1,480	\$ 2.50	\$ 3,700.00
711 11 124	THERMOPLASTIC, STD., WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	94	\$ 3.50	\$ 329.00
711 11 125	THERMOPLASTIC, STD., WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	250	\$ 5.50	\$ 1,375.00
711 11 141	THERMOPLASTIC, STD., WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	GM	0.094	\$ 2,400.00	\$ 225.60
711 11 160	THERMOPLASTIC, STD., WHITE, MESSAGE OR SYMBOL	EA	2	\$ 145.00	\$ 290.00
711 11 170	THERMOPLASTIC, STD., WHITE, ARROW	EA	15	\$ 85.00	\$ 1,275.00
711 11 224	THERMOPLASTIC, STD., YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	6.5	\$ 3.60	\$ 23.40
711 14 160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	9	\$ 260.00	\$ 2,340.00
711 14 170	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	9	\$ 170.00	\$ 1,530.00
711 16 101	THERMOPLASTIC, STD. - OTHER SURFACES, WHITE, SOLID, 6"	GM	0.31	\$ 4,300.00	\$ 1,333.00
711 16 201	THERMOPLASTIC, STD. - OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.117	\$ 5,000.00	\$ 585.00
	Tree Relocation	EA	3.00	\$ 700.00	\$ 2,100.00

TOTAL BASE BID: Eight hundred fifty-two thousand sixty-seven and forty tenths

\$ 852,067.40

Note: * Pay Items are paid under the 710-90 Pay item for Painted Pavement Markings (Final Surface) as a Lump Sum item. The quantities shown are for estimating purposes.

EVALUATION SHALL BE BASED ON TOTAL BASE BID

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 one hundred and fifty (150) calendar days. No extension of time will be given unless stated in writing.

BASE BID:

Eight hundred fifty-two thousand sixty-seven and fourty tenths

(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: CONTINENTAL CONSTRUCTION USA, LLC _____

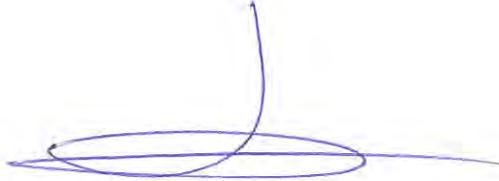
Address: 95 MERRICK WAY, SUITE 480. CORAL GABLES 33134 _____

Telephone: 786 405 5444 _____

Facsimile Number: _____

Attention: LUIS SANCHEZ ABARCA

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 7 DAY OF JUNE, 2019



Note: * Pay Items are paid under the 710-90 Pay item for Painted Pavement Markings (Final Surface) as a Lump Sum item. The quantities shown are for estimating purposes.

EVALUATION SHALL BE BASED ON TOTAL BASE BID

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 one hundred and fifty (150) calendar days. No extension of time will be given unless stated in writing.

BASE BID:

Eight hundred and forty nine thousand and nine hundred and sixty seven Dollars dollars and forty cents.
(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:

Address:

Telephone:

Facsimile Number:

Attention:

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 6 DAY OF June, 2017

Telephone: 305-704-7396

Facsimile Number: _____

Attention: _____

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 6 DAY OF June, 2019

If BIDDER is:

AN INDIVIDUAL

By: _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone No.: _____ Facsimile No.: _____

A CORPORATION

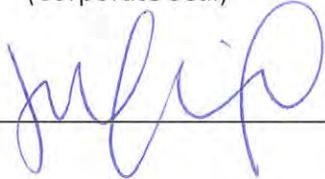
By: Continental Construction USA, LLC
(Corporation Name)

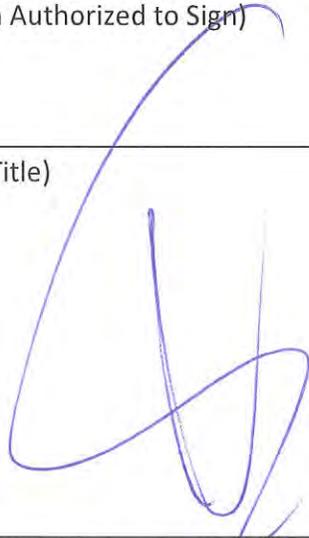
Florida
(State of Incorporation)

By: Juan Carlos Jurado
(Name of Person Authorized to Sign)

General Manager
(Title)

(Corporate Seal)

Attest: 


(President)

Business address: 95 Merrick Way, Suite 480

Coral Gables, FL 33134

Phone No.: 305-704-7396

Facsimile No.: _____

A JOINT VENTURE

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF Florida)

) SS:

COUNTY OF Broward)

I HEREBY CERTIFY that a meeting of the Board of DIRECTORS of the

Continental Construction USA, LLC

a Corporation existing under the laws of the State of Florida,

held on June 4, 2019, 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, June 4, 2019, 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 4, day of June, 2019.

Secretary:  - Ruth Pareja

(SEAL)

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of the

a Corporation existing under the laws of the State of _____,
held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated, _____, 20____, to the City of Doral and this Partnership and that their execution thereof, attested by the _____, shall be the official act and deed of this Partnership”.

I further certify that said resolution is now in full force and effect.

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

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the

a Corporation existing under the laws of the State of _____,
held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as _____ of the Joint Venture, be and is
hereby authorized to execute the Bid dated, _____, 20____, to the City of
Doral official act and deed of this Joint Venture”.

I further certify that said resolution is now in full force and effect.

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

Secretary: _____

(SEAL)

END OF SECTION

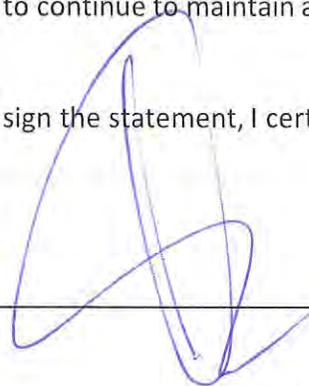
SECTION 00420 - AWARD PREFERENCE FOR IDENTICAL TIE BIDS

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

SECTION 00432 - BID BOND

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we, Continental Construction USA, LLC, as Principal, and North American Specialty Insurance Company, 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 the total amount of the base Bid Dollars (\$5% of the total amount of the base Bid), 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, June 7th, 2019 for: NW 74th Street Traffic Signal Improvements at NW 97th and NW 102nd Avenues. ITB No. 2019-22

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 7th day of June, 2019, 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:

(Individual or Partnership Principal)

Continental Construction USA, LLC (SEAL)
(Business Name)

95 Merrick Way, Suite 480
(Business Address)

Coral Gables, FL 33134
(City/State/Zip)

(305) 704 7396
(Business Phone)

ATTEST:

See attached Power of Attorney

North American Specialty Insurance Company
(Corporate Surety)*

By: 
Ricardo Davila, Attorney-in-Fact

*Impress Corporate Seal

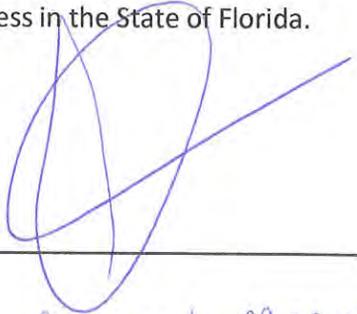
IMPORTANT

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:

Juan C. Jurado
(Printed Name)

By:



General Manager
(Title)

ACKNOWLEDGMENT

State of Florida

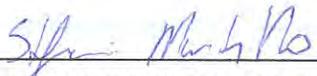
County of Broward

On this the 6 day of June, 2019, before me, the undersigned Notary Public of the State of Florida, personally appeared

Juan C. Jurado 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:



Stefanie Martillo Rodas
COMMISSION # GG 192059
EXPIRES: March 4, 2022
Bonded Thru Aaron Notary

(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

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

MICHAEL MARINO, RICARDO DAVILA, CLAY RIVES, WILL GRIFFIN and TORRE TAYLOR

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22 day of JANUARY, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 22 day of JANUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of June, 20 19.

- 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

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>General Contractors</u>	<u>ATC Engineering Inc, CGC1509617</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

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:

- Successful completion, verifiable with references, of at least three new traffic signal improvement of at least one million dollars (\$1,000,000) each in construction costs performed in Miami-Dade or Broward Counties in the last three years.
- All these projects must have been performed for local government, County and/or state agency.

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>ADA Improvements at Broward COunty Bus Stops - V1419903B1</u>
Project Description	<u>Sidewalk Improvements throughout Broward County</u> <u> </u> <u> </u>
Owner Name	<u>Broward County Transit</u>
Contact Person	<u>Arethia Douglas</u>
Contact Telephone No.	<u>954-357-8375</u>
Yearly Budget/Cost	<u>Contract Amt : \$2,062,764.87 Cost: \$1,700,000.00</u>
Dates of Contract	<u>11/2016 - 06/2019</u>

(Continued on following page)

2. Project Name/Location ADA Improvements at Broward County Bus Stops - V211481381

Project Description Sidewalk Improvements throughout Broward County

Owner Name Broward County Transit

Contact Person Arethia Douglas

Contact Telephone No. 954-357-8375

Yearly Budget/Cost Contract Amt: \$1,721,263.71 Cost: \$344,252.75

Dates of Contract October 2018 - Ongoing

3. Project Name/Location NW 21st Lauderhill Improvements

Project Description Gravity Sewer Force Main & Gravity Main installation and associated
concrete and asphalt restoration.

Owner Name City of Lauderhill

Contact Person Herb Johnson

Contact Telephone No. 954-730-4207

Yearly Budget/Cost Contract Amt: \$1,682,598.75 Cost: \$1,336,519.75

Dates of Contract 2018-2019

END OF SECTION

SECTION 00454 – NON-COLLUSION AFFIDAVIT

STATE OF Florida)

) SS:

COUNTY OF Broward)

Juan Carlos Jurado being first duly sworn deposes and says that:

- (1) He/She/They is/are the General Manager
(Owner, Partner, Officer, Representative or Agent) of
Continental Construction USA, LLC 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 Carlos Jurado

(Printed Name)

By:



General Manager

(Title)

ACKNOWLEDGMENT

State of Florida

County of Broward

On this the 4 day of June, 2019, before me, the undersigned Notary Public of the State of Florida, personally appeared

Juan Carlos Jurado 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.

Stefanie Martillo Rodas
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:
SEAL OF OFFICE:



Stefanie Martillo Rodas
COMMISSION # GG 192059
EXPIRES: March 4, 2022
Bonded Thru Aaron Notary

(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

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 Juan Carlos Jurado for Continental Construction USA, LLC
whose business address is 95 Merrick Way, Coral Gables, FL 33134 and (if applicable) its Federal Employer Identification Number (FEIN) is 38-3984802 (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 trail 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 Carlos Jurado

(Printed Name)

General Manager

(Title)

Sworn to and subscribed before me this 4 day of June, 2019

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

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

Stefanie Martillo Rodas
(Notary Signature)



Stefanie Martillo Rodas
COMMISSION # GG 192050
EXPIRES: March 4, 2022
Bonded Thru Aaron Notary

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

END OF SECTION

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 _____ (hereinafter called "CONTRACTOR") located at: _____.

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 **New Traffic Signals along NW 74th Street at NW 97th Avenue and NW 102nd Avenue**, 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 **Jorge Gomez 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 **Dacha Quintana, P.E., BCC Engineering, Inc., 6401 S.W. 87th Avenue, Suite 200 Miami, FL 33173.**

ARTICLE 3 – TERM

3.1 Contract Times. The Work shall be substantially completed within ***one hundred and fifty (150) 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 ***one hundred and eighty (180) 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 **\$1,665.00** 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 **\$1,665.00** 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, their 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: (N/A)

8.1.9 Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: NW 74 Street Traffic Signals at NW 102nd Avenue and NW 97th Avenue

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: Albert P. Childress, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

WITH COPY TO: Luis Figueredo, ESQ.
City Attorney
8401 NW 53rd Terrace
Doral, Florida 33166

FOR CONTRACTOR: Juan Carlos Jurado, GM

95 Merrick Way, Suite 480

Coral Gables FL 33134

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

Connie Diaz, City Clerk, MMC

Albert P. Childress, City Manager

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

Luis Figueredo, ESQ., 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.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Julia Oriol, certify that I am the Administrative Coordinator of Continental Construction USA, LLC and that Juan Carlos Jurado, who signed the Bid with the City of Doral, Miami-Dade County, Florida for Continental Construction USA, LLC, is General Manager of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 4 day of June, 2019.

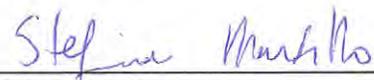
(SEAL) 
Signature

Julia Oriol, Administrative Coordinator
Type Name and Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 4 day of June, 2019.

My Commission Expires:


Notary Public



Stefanie Martillo Rodas
COMMISSION # GG 192059
EXPIRES: March 4, 2022
Bonded Thru Aaron Notary

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, Juan Carlos Jurado, certify that I am the General Manager of Continental Construction USA, LLC, who signed the Bid with the City of Doral, Miami-Dade County, Florida, for the project titled Traffic Signal Improvements, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

(Signature) Luis Sanchez Operations Manager
(Typed Name) (Title)

(Signature) Julia Oriol Administrative Coordinator
(Typed Name) (Title)

(Signature) (Typed Name) (Title)

Signed and sealed this 6 day of June, 2019

(SEAL) (Signature)
Juan C Jurado, GM
Type Name and Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 6 day of June, 2019.

My Commission Expires:

Stefanie Martillo Rodas
Notary Public



SECTION 00510 – NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: City of Doral ***NW 74 Street Traffic Signal Improvements at NW 97 and NW 102 Avenues, ITB No. 2019-22*** in accordance with Contract Documents as prepared by the City

and

The City has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the City of Doral ***NW 74 Street Traffic Signal Improvements at NW 97 and NW 102 Avenues, ITB #2019-22***, in a not to exceed amount of

\$ _____ Dollars.

You are required by the instruction to BIDDER's to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificated of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said City will be entitled to, revoke the award and retain the Bid Security.

By: _____

Title: City Manager

Dated this _____ day of _____, 20_____.

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by

this the _____ day of _____, 20_____

By: _____

Title: _____

You are required to return an acknowledged copy of this Notice of Award to the City.

END OF SECTION

SECTION 00550 – NOTICE TO PROCEED

To: _____

Date: _____

PROJECT DESCRIPTION: ***NW 74 Street Traffic Signal Improvements at NW 97 and NW 102 Avenues, ITB No. 2019-22***, in accordance with Contract Documents as prepared by the City of Doral.

Site Number/Name: _____

Site Location: _____

You are hereby notified to commence all the work that conforms to the scope of work in accordance with the Contract Agreement dated _____. This work is to be completed in _____ calendar days, on or before _____, 20__, with both parties being in total and full agreement or the Contractor shall be subject to the liquidated damages clauses of the Agreement. The cost to perform the scope of work in accordance with the Agreement shall not exceed \$_____.

City of Doral

By: _____

Albert P. Childress

Title: City Manager

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledge by _____,

This _____ day of _____, 20____.

By: _____

Title: _____

END OF SECTION

SECTION 00600 - BONDS AND CERTIFICATES

SECTION 00612 - FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____ as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida and Miami-Dade County, Florida, as Obligees, hereinafter called Joint Obligees, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB No. 2019-22, awarded the ____ day of _____, 20__, with the City of Doral for NW 74 Street Traffic Signal Improvements at NW 97 and NW 102 Avenues, ITB No. 2019-22 in accordance with specifications prepared by the City of Doral which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays Joint Obligees all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that Joint Obligees sustain because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.

- 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

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

WITNESS:

By: _____

(Signature and Title)

(CORPORATE SEAL)

 (Type Name and Title signed above)

WITNESS:

 (Name of Corporation)

Secretary

By: _____

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____

*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (_____) _____

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by (name of corporate officer), _____ (title), of (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

Printed, typed or stamped name of Notary Public
exactly as commissioned

Notary Public, State of _____

Printed, typed or stamped name of
Notary Public exactly as commissioned

- Personally known to me, or
- Produced identification: _____

(type of identification produced)

- Did take an oath, or
- Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

SECTION 00614 - FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida and Miami-Dade County, Florida, as Obligees, hereinafter called Joint Obligees, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB No. 2019-22, awarded the ___ day of _____, 20___, with City of Doral for NW 74 Street Traffic Signal Improvements at NW 97 and NW 102 Avenues, ITB No. 2019-22, in accordance with drawings (plans) and specifications which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for: NW 74 Street Traffic Signal Improvements at NW 97 and NW 102 Avenues, ITB #2019-22, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays Joint Obligees all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that Joint Obligees sustain because of default by Contractor under the Contract; and
3. Upon notification by the City of Doral, corrects any and all defective or faulty Work or materials which appear within ONE (1) YEAR.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Joint Obligees to be, in default under the Contract, the Joint Obligees having performed their obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the Joint Obligees elect, upon

determination by the Joint Obligees, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and Joint Obligees, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City of Doral to Contractor under the Contract and any amendments thereto, less the amount properly paid by City of Doral to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the Joint Obligees named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

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

WITNESSES: _____

(Name of Corporation) _____

By: _____

Secretary

(Signature and Title)

(CORPORATE SEAL)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY: _____

By:

*(Agent and Attorney-in-Fact)

Address:

(Street)

(City/State/Zip Code)

Telephone No.: (_____) _____

* (Power of Attorney must be attached)

State of _____

County of _____

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

Notary Public of the State of _____, the foregoing instrument was acknowledged by (name of Corporate officer), _____(title), of _____(name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

Printed, typed or stamped name of Notary Public

exactly as commissioned

Notary Public, State of _____

Personally known to me, or

Produced identification:

(type of identification produced)

Did take an oath, or

Did not take an oath

Bonded by: _____

SECTION 00620
ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

To the City of Doral,

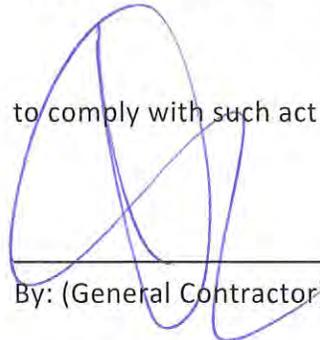
We Continental Construction USA, LLC, hereby acknowledge and
(General Contractor)

agree that we, as the General Contractor for the City of Doral, **NW 74 Street Traffic Signal Improvements at NW 97 and NW 102 Avenues, ITB No. 2019-22**, as specified, have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages, losses and expenses they may incur due to the failure of:

ATC Engineering INC
(Subcontractor's Name)

(Subcontractor's Name)

to comply with such act or regulation.



By: (General Contractor)

Juan Carlos Jurado
Printed Name

END OF SECTION

SECTION 00710 – GENERAL CONDITIONS

ARTICLE I – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: By the CITY of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the CITY and the CONTRACTOR covering the Work to be performed, which includes the Contract Documents.

Addenda: Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Application for Payment: The form furnished by the CITY which is to be used by the CONTRACTOR in requesting progress payments.

Approved: Means approved by the CITY.

Bid: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for Work.

Bonds: Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the CONTRACTOR signed by the CITY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CITY: City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166.

Contract Documents: Contract Documents shall include Instruction to BIDDERS, CONTRACTOR's Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgement of Conformance with the City of Doral.

Contract Price: The total moneys payable to the CONTRACTOR under the Contract

Documents.

Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the City's governing body.

CONTRACTOR: The person, firm or corporation with whom the CITY has executed the Agreement.

CONSULTANT: The person, firm or corporation that is an authorized representative of the City of Doral.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the CONSULTANT and are referred to in the Contract Documents.

Field Order: A written order issued by the CITY which clarified or interprets the Contract Documents in accordance with Paragraph 9.2 or orders minor changes in the Work in accordance with Paragraph 10.2.

Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the CITY in accordance with Paragraph 9.2 or (d) a written order for minor change or alteration in the Work issued by the CITY pursuant to Paragraph 10.2. A modification may only be issued after execution of the Agreement.

Notice of Award: A written notice given by the CITY to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform their obligations under the Contract Documents.

Project: The entire Project to be performed as provided in the Contract Documents.

Construction Observer: An authorized representative of the CITY assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the CITY as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor, and which illustrate the equipment, material or some portion of the work and as required by the Contracts Documents.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Subcontractor: An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The date as certified by the CITY when the construction of the Project or a certified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes which it was intended; or if there be no such certification, the date when final payment is due.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptance performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the CITY under this Contract shall be delivered to the CITY.

ARTICLE 2 – PRELIMINARY MATTERS

Award:

2.1 The CITY reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the CITY to the lowest responsive and responsible BIDDER; after the CITY performs all necessary searches, inquiries, exploration, and analysis of the bids. No Notice of Award will be given until the CITY has conducted any investigation(s) as they deem necessary to establish the BIDDER's capability to perform the services as described in this CONTRACT, as substantiated by the required professional experience, client references, technical

knowledge and qualifications; and sufficient labor and equipment to comply with the CITY's established standards, as well as the financial capability of the BIDDER to perform the Work in accordance with the Contract Documents to the satisfaction of the CITY within the time prescribed. The CITY reserves the right to reject the Bid of any BIDDER on the basis of these queries and investigations and who does not meet the CITY's satisfaction, even though the firm may possibly be the apparent lowest bidder. In analyzing Bids, the CITY will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform the manufacturing and installation of roadway directional signage to CITY standards; and alternate and unit prices if requested by the Bid form. If the Contract is awarded, the CITY will issue the Notice of Award and give the successful BIDDER a Contract for execution within ninety (90) days after opening of Bids. The CITY specifically reserves the right to award the Contract to a bidder who is not necessarily the lowest bidder on the basis of the results of these queries and investigation(s).

Execution of Agreement:

2.2 At least three counterparts of the Agreement, the Performance and Payment Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by the CONTRACTOR to the CITY within ten (10) calendar days of receipt of the Notice of Award.

Forfeiture of Bid Security/Performance and Payment Bond:

2.3 Within ten (10) calendar days of being notified of the Award, the CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached.

2.3.1 Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to the City of Doral and Miami-Dade County the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, of Subcontractors employed pursuant to this Project. Each Bond shall be with a Surety company meeting the qualifications of Sections 2.3.4, 2.3.5, and 2.3.6.

2.3.2 Each Bond shall continue in effect for one and one half (1 ½) years after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum. The Performance Bond shall be conditioned that the CONTRACTOR will, upon notification by the CITY, correct any defective or faulty Work or materials which appear within one and a one half (1 ½) years after final completion of the Contract.

2.3.3 Pursuant to the requirements of Section 255.05(1), Florida Statutes, the CONTRACTOR shall ensure that the Bond(s) referenced above shall be recorded in the public records of Dade County and Provide the CITY with evidence of such recording.

2.3.4 Each Bond must be executed by a surety company authorized to do business in the State of Florida as a 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.

2.3.5 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current Revisions.

2.3.6 The CITY will accept a surety bond from a company with a rating of A- or better.

2.3.7 Failure of the successful BIDDER to execute and deliver the Agreement and deliver the required bonds and Insurance Certificates as stipulated in paragraph 2.2 shall be cause for the CITY to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representation:

2.4 The CONTRACTOR represents that they have familiarized themselves with, and assumes full responsibility for having familiarized themselves with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that they have correlated their study and observations with the requirements of the Contract Documents. The CONTRACTOR also represents that they have studied all surveys and investigations reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as they deem necessary for the performance of the Work in the Contract Documents and that they have correlated the results of all such data with the requirements of the Contract Documents. Additional monies will not be paid, over and above the CONTRACT amount, in the event rock is encountered.

Commencement of Contract Time:

2.5 The Contract Time will start on the date the Agreement is executed and will continue to run consecutively for the period of ***one hundred and fifty (150) calendar days*** after date specified in Notice to Proceed until substantial completion. Project shall be completed and ready for final payment in accordance with the Contract Documents within ***one hundred and eighty (180) calendar days*** after the date specified in the Notice to Proceed ("Final Completion"). No extension of time will be given unless stated in writing.

Starting the Project:

2.6 The CONTRACTOR shall start to perform their obligations under the Contract Documents on the date stipulated in the Notice to Proceed (NTP) for each site. No Work shall be done at the site prior to the date on which the NTP commences to run, except with the written consent of the CITY. No work will be done on Saturday without written consent of the CITY or after the end of a normal business day unless prior approval is given by the CITY in writing. No work shall be permitted on Sundays or on national holidays.

Before Starting Contract:

2.7 Before undertaking each part of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements which shall be approximate. The CONTRACTOR shall field verify utility locations and notify the CITY of any conflicts so that the conflict is avoided prior to beginning of construction. Any modifications to the proposed work, once construction has begun, will be at no cost to the CITY.

Schedule of Completion:

2.8 Within five (5) days after delivery of the Notice to Proceed, the CONTRACTOR will submit to the City, a Schedule defining hours and/or days required to complete each section of work as outlined.

2.9 Within five (5) days after delivery of the executed Agreement by the CITY to the CONTRACTOR, but before starting the Work, a preconstruction conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the CITY representative, and the CONTRACTOR.

Liquidated Damages:

2.10 Upon failure of the CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) the CONTRACTOR shall pay to the CITY the sum of **ONE THOUSAND SIX HUNDRED SIXTY FIVE AND 00/100 (\$1,665.00)** for each calendar day that the completion of the Work is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The CITY shall have the right to deduct from and retain out moneys which may be then due or which may become due and payable to the CONTRACTOR, the amount of such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

ARTICLE 3 – CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Specifications to describe a complete Project to be delivered in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the CITY and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, they shall call it to the City's attention in writing at once and before proceeding with the Work affected thereby; however, they shall not be liable to CITY or CONTRACTOR for

their failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Change Orders, Supplemental General Conditions, Agreement Modifications, Addenda, Special Conditions, Instructions to BIDDERS, General Conditions, Specifications and Drawings. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

3.3 The words “furnish” and “furnish and install”, “install”, and “provide” or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean “furnish and install complete in place and ready for service”.

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the CITY before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

ARTICLE 4 – AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS

Availability of Lands:

4.1 The CITY will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designed for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY unless otherwise specified in the Contract Documents.

ARTICLE 5 – INSURANCE

5.1 The CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth: in Exhibit A titled Insurance Requirements.

5.2 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the

Subcontractor(s) to furnish to them insurance certificates similar to those required by the CITY in Section 5.1.

Cancellation and Re-Insurance:

5.3 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

5.4 All deductibles must be declared by the CONTRACTOR and must be approved by the CITY. At the option of the CITY, either the CONTRACTOR shall eliminate or reduce such deductible or the CONTRACTOR shall procure a Bond, in a form satisfactory to the CITY, covering the same. The contractor is responsible for any and all deductibles, if applicable, following a loss.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

Concerning Subcontractors:

6.1 The CONTRACTOR will not employ any Subcontractor, against whom the CITY may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the CITY, unless the CITY determines that there is good cause for doing so.

6.2 The CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between CITY and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY to pay or to see to payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by law. CITY may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specified Work done in accordance with the schedule values.

6.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work performed by any specific trade.

6.4 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

6.5 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.6 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors, materials and men engaged upon their Work.

6.6.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and give the CONTRACTOR the same power as regards to terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.6.2 The CITY will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.

6.6.3 If in the opinion of the CITY, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the CONTRACTOR if and when directed by the CITY in writing.

Laws and Regulations:

6.7 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the CITY prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CITY, they will bear all costs arising wherefrom; however, it shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.8 Cost of all applicable sales consumers, use, and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Safety and Protection:

6.9 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES** latest edition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.9.1 All employees and other persons whom may be affected thereby; and

6.9.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and

6.9.3 Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.10 The CONTRACTOR will designate a responsible member of their organization at the site

whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY.

Emergencies:

6.11 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will give the CITY prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefore as provided in articles 11 and 12.

6.12 The CONTRACTOR will also submit to the CITY for review, with such promptness as to cause no delay in Work, all samples and photographs required by the Contract Documents. All samples and photographs will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.13 At the time of each submission, the CONTRACTOR will in writing call the CITY'S attention to any deviations that the Photographs or sample may have from the requirements of the Contract Documents.

6.14 The CITY will review with responsible promptness Photographs and Samples, but their review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The CONTRACTOR will make any corrections required by the CITY and will return the required number of corrected copies of Photographs and resubmit new samples until the review is satisfactory to the CITY.

6.15 No Work requiring a Photograph or sample submission shall be commenced until the submission has been reviewed by the CITY. A copy of each Photograph and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CITY.

6.16 The CITY'S review of Photographs or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the CITY's attention to each deviation at the time of submission and the CITY has given written approval to the specific deviation, nor shall any review by the CITY relieve the CONTRACTOR from responsibility for supplying the plant material as specified.

Public Convenience and Safety:

6.17 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Proper Maintenance of Traffic (MOT) devices shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations

as traffic demands. The MOT shall be designed as outlined in the latest edition of **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600**. At any time that streets are required to be closed or blocked, the CONTRACTOR shall notify law enforcement agencies before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Indemnification:

6.18 In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the construction of this Project, or by or in consequence of any negligence by or on account of any act or omission of the said CONTRACTOR or his Subcontractor, agents, servants or employees. The CONTRACTOR will indemnify, defend and hold harmless the CITY and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section 6.18 the parties agree that CONTRACTOR shall indemnify, defend and hold harmless CITY, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

6.19 In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY shall defend such action or proceeding by counsel satisfactory to CITY. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against CITY, excluding only those which allege that the injuries arose out of the sole negligence of CITY, which may result from the operations and activities under this Contract whether the construction operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.

6.20 The obligations of the CONTRACTOR under Article 6 shall not extend to the liability of the CITY, their agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the CITY, their agents or employees provided such giving of failure to give is the primary cause of injury or damage. These indemnification provisions shall survive the term of this Contract.

Business Program Compliance and Oversight:

6.21 As Miami-Dade County funds will be used to reimburse the City of Doral for the cost of constructing the project, the Contractor agrees to comply with applicable Miami-Dade County regulations including but not limited to the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, the Contractor agrees to abide by the applicable contract measure recommendation(s) established by the Department of Regulatory and Economic Resources (RER) Project Worksheet for the participation of specified business entities and/or trades, and for CWP requirements, as administered by Miami-Dade County's RER. RER shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to applicable Miami-Dade County Code.

ARTICLE 7 – CITY'S RESPONSIBILITIES

7.1 The CITY will issue all communications to the CONTRACTOR.

7.2 In cases of termination of employment of the CONTRACTOR, the CITY will appoint a CONTRACTOR, whose status under the Contract Documents shall be that of the former CONTRACTOR.

7.3 The CITY will furnish the data required of them under the Contract Documents promptly.

7.4 The CITY's duties in respect to providing lands and easements are set forth in Article 4.

ARTICLE 8 – CITY'S STATUS DURING CONSTRUCTION

Measurements of Quantities:

8.1 All Work completed under the Contract will be measured by the CITY according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

8.2 The CITY will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Special Condition, or has been damaged prior to final acceptance) at CONTRACTOR's expense.

Shop Drawings, Change Orders and Payments:

8.3 In connection with the CITY's responsibility as to Shop Drawings and samples, see paragraphs 6.12 through 6.16, inclusive.

8.4 In connection with the CITY'S responsibility for Change Orders, see Articles 9 and 10.

8.5 In connection with the CITY'S responsibilities in respect of Application of Payment, etc.,

see Article 11.

Decisions on Disagreements:

8.6 The CITY will be the initial interpreter of the Construction Drawings and Technical Specifications.

Limitations on Consultant's Responsibilities:

8.7 The CITY will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto.

8.8 The CITY will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their or their agents or employees, or any other person performing any of the Work.

ARTICLE 9 – CHANGES IN THE WORK

9.1 Without invalidating the Agreement, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. As per Articles 11 and Article 12, all Change Orders that add or delete work, or increase or decrease Time, will most likely result in an adjustment to the Contract Price and Time accordingly. Any such changes will be reflected in the Change Order(s), which when signed by the CONTRACTOR, shall indicate an agreement of the parties therewith.

9.2 The CITY may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the CITY entitles them to an increase in the Contract Price or extension of Contract Time, they may make a claim therefore as provided in Articles 11 and 12.

9.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.11 and except as provided in paragraph 10.2.

9.4 The CITY will execute appropriate Change Orders prepared by the CITY covering changes in the Work, to be performed and Work performed in an emergency as provided in paragraph 6.11 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the CITY.

9.5 It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such an adjustment to the CITY.

ARTICLE 10 – CHANGE OF CONTRACT PRICE

10.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at their expense without changing the Contract Price.

10.2 (a) The CITY may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

- 1) in the specifications (including drawings and designs);
- 2) in the method or manner of performance of the Work;
- 3) in the CITY-furnished facilities, equipment, materials, services, or site; or
- 4) in directing acceleration in the performance of the Work.

(b) Except as herein provided, no order, statement, or conduct of the CITY shall be treated as a change under this clause or entitle the CONTRACTOR to an adjustment to the Contract Price or Time.

(c) If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, under this Contract, whether or not changed by any order, the Contract Price and Time will be adjusted in writing by the same amount.

(d) If the CONTRACTOR intends to assert a claim for an adjustment in Contract Price or Time under this clause, he must, within ten (10) days after receipt of a written Change Order, submit to the CITY a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.

(e) No claim by the CONTRACTOR for an adjustment in Contract Price or Time hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.

10.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 By negotiated lump sum.

10.3.2 On the basis of the cost of the Work, determined as provided in Sections 10.4 and 10.5, plus a mutually agreed upon fee to the CONTRACTOR to cover overhead and profit.

10.4 The term cost of the Work means the sum of all direct costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in Miami-Dade County, shall include only the following items and shall not include any of the costs itemized in Paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to: salaries and wages, plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above only if authorized by CITY.

10.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments in which case the cash discounts, shall accrue to the CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to CITY who will then determine which Bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the cost of the Work shall be determined in accordance with paragraphs 10.4 and 10.5.

10.4.4 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of CONTRACTOR, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

10.4.6 Payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

10.4.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.9 Cost of premiums for additional Bonds and Insurance required solely because of changes in the Work, not to exceed two percent (2%) of the increase in the Cost of the Work.

10.5 The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 10.4.1 - all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

10.5.2 Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

10.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 10.4.9).

10.5.5 Costs due to the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 The CONTRACTOR's fee which shall be allowed to the CONTRACTOR for their overhead and profit shall be determined as follows:

10.6.1 In the event of an oversight or omission by the CONTRACTOR no compensation for overhead or profit will be provided; otherwise.

10.6.2 A mutually acceptable firm fixed price; or if none can be agreed upon.

10.6.3 A **ten percent (10%)** fixed fee based on the estimate of the various portions of the Cost of the Work.

10.7 The amount of credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credit, provided however, the CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

10.8 Whenever cost of any Work is to be determined pursuant to paragraphs 10.4 and 10.5, the CONTRACTOR will submit in form prescribed by CITY an itemized cost breakdown together with supporting data.

ARTICLE 11 – PAYMENTS AND COMPLETION

Payments to Contractor:

11.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the CITY a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the CITY may reasonably require.

The CITY will within ten (10) days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the CITY, or return the partial payment estimate to the CONTRACTOR, indicating in writing their reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The CITY, will within thirty (30) days of presentation to them of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The CITY may retain ten percent (10%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. Any interest earned on the retainage shall accrue to the benefit of the CITY.

11.2 The CITY shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any progress payment, the CITY may require the CONTRACTOR to furnish partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

Contractor's Warranty of Title:

11.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the CITY prior to the making of the Application for Payment, free and clear of all liens, claims, security interest and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Acceptance of Final Payment as Release:

11.4 The Acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the CITY and a waiver of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the Work and for every act and neglect of the CITY and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR of their sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 12 – SUSPENSION OF WORK AND TERMINATION

12.1 The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which shall fix the date on which Work shall be resumed. For suspensions longer than ninety (90) days, The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if they make a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

12.2 No Work shall be done under these specifications except by permission of the CITY when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the CITY, shall suspend all Work until instructed to resume operations by the CITY and the Contract Time pursuant to Section 12.7 shall be extended to cover the duration of the order.

City May Terminate:

12.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Subcontractors or for labor, materials or equipment or they disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the CITY, or if they otherwise violate any provision of the Contract Documents, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and their surety

seven (7) days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method they may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the CITY. Such costs incurred by the CITY will be determined by the CITY and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the CITY and the CONTRACTOR shall be the same as if the termination had been issued pursuant to Section 12.5.

12.4 Where the CONTRACTOR'S services have been so terminated by the CITY said termination shall not affect any rights of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the CITY due the CONTRACTOR will not release the CONTRACTOR from liability.

12.5 Upon seven (7) days written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the CITY as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

Removal of Equipment:

12.6 In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

12.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CITY or under an order of court of other public authority, or the CONTRACTOR fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails to pay the CONTRACTOR any sum approved by the CITY, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the CITY, terminate the Agreement. The CITY may remedy the delay or neglect within the twenty (20) calendar days' time frame. If timely remedied by the CITY the Contract shall not be considered terminated. In lieu of terminating the Agreement, if the CITY has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) calendar days' notice to the CITY and the CONTRACTOR stop the Work until they have been paid all amounts then due. If the CONTRACTOR stops neither by default nor by non-payment from the CITY, the CONTRACTOR will be responsible for 100% of the difference

between the total of his/her Bid and the second lowest Bid.

ARTICLE 13- CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

13.1 CONTRACTOR warrants and guarantees to CITY all Work shall be in accordance with the Contract Documents and will not be defective.

13.2 CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

13.2.1 Observations by CITY or CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER;

13.2.2 Payment by CITY of any progress or final payment;

13.2.3 The issuance of a certificate of Substantial Completion, certificate of Final Completion, or any payment related thereto by CITY;

13.2.4 Use or occupancy of the Work or any part thereof by CITY;

13.2.5 Any acceptance by CITY or any failure to do so;

13.2.6 Any review and approval of a Submittal or the issuance of a notice of acceptability by the CITY'S REPRESENTATIVE;

13.2.7 Any inspection, test, or approval by others; or

13.2.8 Any correction of defective Work by CITY.

13.3 Access to Work:

The CITY'S REPRESENTATIVE, ARCHITECT or ENGINEER and other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.4 Tests and Inspection:

13.4.1 CONTRACTOR shall give CITY timely notice of readiness of the Work for all required inspections, tests, observations or approvals. Inspections, tests or observations by the CITY'S REPRESENTATIVE, the ARCHITECT or ENGINEER, CITY or its agents may be performed at its discretion to provide information to the CITY on the progress of the Construction. However such information is not intended to fulfill the CONTRACTOR'S obligations in accordance with the Contract Documents.

13.4.2 CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.

13.5 Uncovering the Work:

If any Construction that is to be inspected, tested or approved is covered without written concurrence of CITY'S REPRESENTATIVE, it must, if requested by CITY or the CITY'S REPRESENTATIVE, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given CITY or the CITY'S REPRESENTATIVE timely written notice of CONTRACTOR'S intention to cover such Construction and CITY or the CITY'S REPRESENTATIVE has not acted with reasonable promptness in response to such notice.

13.5.1 If CITY considers it necessary or advisable that covered Work be observed by CITY'S REPRESENTATIVE or the ARCHITECT or ENGINEER, or inspected or tested by others, CONTRACTOR, at CITY'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as CITY may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services and any additional expenses experienced by the CITY due to delays to others performing additional work, other contractual obligations, and CITY shall be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the responsibility for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Construction is not found to be defective, and Section 00700.8.5 is not applicable, CONTRACTOR shall be allowed an increase in the Contract Price or the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a claim therefore as provided in the Contract Documents.

13.6 CITY May Stop the Work:

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such failure has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall not be allowed an increase in Contract Price or the Contract Time or both as a result of the stopping of Work under this section.

13.7 Correction or Removal of Defective Work:

If required by the CITY'S REPRESENTATIVE, with the recommendation of the ARCHITECT and/or ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective

Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the CITY'S REPRESENTATIVE, upon the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of the CITY'S REPRESENTATIVE, the ARCHITECT or ENGINEER, attorneys and other professionals) made necessary thereby.

13.8 One Year Correction Period:

Without prejudice to any other right of the City, if within one (1) year after the date of final completion or within any designated manufacturer's warranty, whichever is greater, or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY'S written instructions, either correct such defective Work, or, if it has been rejected by CITY or the CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or the rejected Work removed and replaced, and all of the CITY'S direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of the ARCHITECT or ENGINEER) will be reimbursed by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

13.9 CITY shall reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its surety for damages and for corrections of any and all latent defects.

13.10 Extended Warranty Period Due to Defective Construction:

Any defective Construction that is either corrected or rejected and replaced will be warranted and guaranteed for a period of one (1) year from the date of acceptance of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Article 12. If within such extended Warranty Period, the Work is once again found to be defective, CITY shall be entitled to all of CITY'S rights and remedies under this Article.

ARTICLE 14 – MISCELLANEOUS

14.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

14.2 The Contract Documents shall remain the property of the CITY. The CONTRACTOR and the

CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

14.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to the CITY and there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

14.4 Should the CITY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such in- jury or damage.

ARTICLE 15 – WAIVER OF JURY TRIAL

15.1 The CITY and the CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work thereunder.

ARTICLE 16 – ATTORNEYS FEES/JURISDICTION/VENUE/GOVERNING LAW

16.1 The Contract shall be construed in accordance with and governed by the law of the State of Florida.

16.2 The parties submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of or relating to the Contract. Venue of any action to enforce the Contract shall be in Dade County, Florida.

16.3 If either the CITY or the CONTRACTOR is required to enforce the terms of the Contract by court proceedings, 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 attorney's fees.

ARTICLE 17 – PROJECT RECORDS

17.1 The CITY shall have right to inspect and copy during regular business hours at CITY'S expense, the books and records and accounts of CONTRACTOR which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Project. CONTRACTOR shall retain and make available to CITY all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, the CONTRACTOR shall provide the CITY access to its books and records

upon five (5) days written notice.

ARTICLE 18 – SEVERABILITY

18.1 If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 19 – INDEPENDENT CONTRACTOR

19.1 The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.

ARTICLE 20 – TRENCH SAFETY ACT

20.1 The purpose and intention of the State of Florida “Trench Safety Act” is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety when the excavation is in excess of five (5) feet deep.

END OF SECTION

SECTION 00810 – SPECIAL CONDITIONS

8.1 Permit/Utilities:

The CONTRACTOR shall obtain all permits necessary to conduct this project. The cost of all permits should be included on the bid proposal. If more than 1 Acre of land is disturbed during construction the CONTRACTOR is responsible to obtain NPDES Stormwater permit coverage through the Florida Department of Environmental Protection (FDEP) Construction Generic Permit (CGP). Instructions to request and obtain a CGP can be found at: <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>. CONTRACTOR should submit the Notice of Intent (NOI) with the appropriate processing fees to the NPDES Stormwater Notices Center. CONTRACTOR must apply for permit coverage at least two days before construction begins. In addition, the CONTRACTOR shall clear utilities prior to conducting any work at each project site. CONTRACTOR shall adhere to any restrictions imposed by FPL for conducting work under power lines.

8.2 Hours of Work:

Contractor will perform work Monday through Friday, excluding City holidays, from 8:00 a.m. to 6:00 p.m. unless prior written approval is received from The City. The CONTRACTOR must comply with the CITY's Noise Ordinance, Ordinance No. 2006-23.

8.3 Disputes:

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the CITY's responsible department for the administration of the Contract shall make good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

8.4 Default Provisions:

In case of default by the BIDDER or CONTRACTOR, the CITY procures the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

8.5 Assignment:

The CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the CONTRACTOR changes hands subsequent to the award of this Contract, the CONTRACTOR shall promptly notify the CITY in writing of such change in ownership or control at least thirty (30) days prior to such change and the CITY shall have the right to terminate the Contract upon sixty (60) days written notice, at the CITY's sole discretion.

8.6 Secondary/Other Vendors:

The CITY reserves the right in the event the primary vendor cannot provide an item(s) or

service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

8.7 Employees:

The CONTRACTOR shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the CONTRACTOR shall be considered to be at all times the sole employees of the CONTRACTOR, under the CONTRACTOR's sole direction, and not an employee or agent of the City of Doral. The CONTRACTOR shall supply competent, suitably qualified and capable employees and the CITY may require the CONTRACTOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on CITY property is not in the best interest of the CITY. The CITY shall not have any duty to implement or enforce such requirements.

Each employee of the CONTRACTOR shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC4082)(c)(2).

The "On Duty" supervisor must be able to adequately communicate with the City's representatives.

8.8 Subcontractors, Suppliers and Others:

Prior to the commencement of any work, the CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The CITY shall notify the CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. The CONTRACTOR shall not contract with a proposed person or entity to which the CITY has made an objection. The CONTRACTOR shall not change a Subcontractor, person or entity previously selected if the CITY makes objection to the change.

The CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, Sub-Contractors, suppliers, other persons directly or indirectly employed by its Sub-Contractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with the CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such Sub- Contractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any Sub-Contractor, supplier, employee or agent except as may otherwise be required by law.

All Work performed for the CONTRACTOR by a Sub-Contractor will be pursuant to an appropriate agreement between the CONTRACTOR and the Sub-Contractor which specifically binds the Sub-Contractor to all applicable terms and conditions of the Contract

Documents for the benefit of the CITY.

8.9 Protection:

All work in fulfillment of this project shall be performed on CITY property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the CONTRACTOR in a manner acceptable to the City of Doral prior to the final acceptance of the work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, water sprinklers, signs, and trees.

The CONTRACTOR shall notify the Public Works Department in writing of the site having pre-existing damage to sidewalks, curbs, facade, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the CONTRACTOR to make repairs per above paragraph.

The CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, signage, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents.

The CONTRACTOR shall protect existing catch basins from sediment and debris with filter fabric while work is in progress. Filter fabric shall be removed after completion of work. Filter fabric must be cleaned periodically to avoid excessive accumulation of sediment and debris. Extreme care shall be taken when removing filter fabric to avoid sediments and debris from entering catch basin.

8.10 Security:

The CONTRACTOR is responsible for project security. The CONTRACTOR shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deems effective, at the CONTRACTOR's cost.

Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each work day and weekends.

8.11 Temporary Interruption:

The CONTRACTOR shall notify the Public Works Director whenever it is necessary to temporarily interrupt any business activities, the CONTRACTOR shall notify the Owner or tenant or their designee prior to the interruption and again immediately before the service is resumed. Before disconnecting any underground or overhead utilities, the CONTRACTOR shall make similar arrangements for their disconnection with the Owner, tenant or their designee. The CONTRACTOR shall be responsible for any damage caused by the CONTRACTOR to such utilities, and shall restore them to service promptly as soon as the Work interruption

has ended.

8.12 Pricing:

Prices should be stated in units of quantity specified in the Bid form. In case of a discrepancy, the CITY reserves the right to make the final determination at the lowest net cost to the CITY.

8.13 Delivery:

All items shall be delivered "Freight On Board" (F.O.B.) destination (i.e. at a specific City of Doral address), and delivery costs and charges (if any) shall be included in the Bid Price. Exceptions shall be noted.

8.14 Payments:

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

8.15 Non-Conformance to Contract:

The CITY may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejections, items shall be removed within five (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (3) calendar days will be regarded as abandoned and the CITY shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the CONTRACTOR being found in default.

8.16 Materials:

The CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the specifications and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the specifications.

8.17 Storage of Materials:

The CONTRACTOR shall store materials, at his expense, in areas approved by the CITY. The CONTRACTOR, at their own expense, shall maintain these areas in a clean, orderly condition so as not to cause a nuisance in the area. The CONTRACTOR shall restore the storage area to its original or better condition, with all its appurtenances, in kind, to the satisfaction of the CITY, at the CONTRACTOR's discretion, if the CONTRACTOR chooses to stage material outside of the designated area, with prior approval from the CITY.

8.18 Quality Control:

Field Observations - Provide twenty-four (24) hour notification to the Architect/Engineer for all specified field observations, unless otherwise noted.

Inspection – Periodically the City may inspect the project for the purpose of assuring

compliance with the specifications.

Dust Control – Contractor shall control dust by watering and sweeping at end of each work day or as directed by City Engineer. Dust control must meet City's satisfaction or City will control dust by whatever means deem necessary and Contractor shall pay all expenses incurred by the City associated with dust control.

8.19 On-Site Survey/As-Built:

The CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the plans. The CONTRACTOR shall provide the CITY with three (3) sets of certified as-built plans and a CD containing PDF copy of the As-Built drawings as well as the CAD files, at no additional cost to the CITY.

8.20 Water Usage:

All City potable water used during the project shall be metered through a hydrant meter or meters obtained from the Miami-Dade County Water and Sewer Department at the CONTRACTOR's expense.

8.21 Salvageable Material:

All salvageable material and/or equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, will remain the property of the CITY and be turned over to the CITY. All material and/or equipment not in salvageable condition as determined by the CITY Representative must be disposed of by the CONTRACTOR. The actual storage site for salvageable material will be designated by the CITY.

8.22 Disposal of Excavated Material and Debris:

All excess excavated material and debris not required for backfill (unless otherwise noted), including broken pipe, sidewalks, curbs and other concrete items, together with all roots, boards and other debris are to be disposed of by the CONTRACTOR at an appropriate legal site, at no additional cost to the CITY.

The CONTRACTOR must at all times during the performance of the project keep the work site free and clear of all waste and debris to the CITY's satisfaction. All sand, grit, solids and other material, accumulated waste or surplus materials shall be removed at the end of each work day.

The CONTRACTOR will have not more than 48-hour notice to clear work site of rubbish, debris and other work site materials and to restore or replace displaced or damaged property, if the CONTRACTOR fails to comply, the CITY may employ labor or equipment as it deems necessary to clear the site at the CONTRACTORS's expense.

8.23 Equipment:

All construction equipment necessary and required for construction of this project shall be on the construction site, in excellent working condition, before construction is permitted to

start. The CONTRACTOR shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill material.

8.24 Density Testing:

Density tests shall be taken by an independent testing laboratory certified by the State of Florida and approved by the designated City representative and shall be paid for by Contractor, at no additional cost to the City. A compaction test, for both the base and subgrade, shall be performed for every section of new pavement and at least one (1) test for every 250 square yards of new pavement. In addition, density testing shall be performed for installation in swale areas at a frequency of one test per 50 feet of trench, or adjacent to newly installed inlets at the discretion of the City representative.

Compaction test reports of sub-grade and base rock shall be submitted for approval to the designated City representative prior to installation of final asphaltic wearing surface.

8.25 Laboratory Tests:

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest standards of the American Society for Testing Materials.

The CONTRACTOR shall furnish the required samples for testing without charge. The CONTRACTOR shall provide at least 24-hour notice when requesting testing to be performed. In locations where corings are taken by the approved testing lab, the CONTRACTOR shall be responsible for plugging these core holes.

All material tests will be made by an independent testing laboratory that may be selected by the CITY. Excluding Density Testing, where tests indicate that materials are in accordance with specified requirements, the CITY shall bear the testing cost. When tests reveal that conditions or materials do not comply with the specifications, the cost of such tests shall be assessed against the CONTRACTOR.

8.26 Notification to Residents:

Contractor shall notify residents directly impacted by the project (including MOT), in writing, 72 hours prior to performing any work. Notification must include type of work to be performed; date work will begin and estimated completion date. In the event Contractor changes schedule or duration of work, Contractor must notify resident, in writing, of such changes. Contractor must provide a copy of all notifications to the City.

END OF SECTION

GENERAL FORMS

STATEMENT OF NO RESPONSE

ITB No. 2019-22

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.

COMPANY NAME: _____

ADDRESS: _____ N/A

TELEPHONE: _____

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.

follows (Post Office addresses are not acceptable):

Signature of Affiant

Date

Juan C. Juado

04/06/2019

Printed Name of Affiant

Sworn to and subscribed before me this 6 day of June, 2019.

- 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 2022

Stefanie Martillo Rodas
(Notary Signature)



Stefanie Martillo Rodas
COMMISSION # 00192059
EXPIRES: March 4, 2022
Bonded Thru: Aaron Notary

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

**AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY
NONDISCRIMINATION STATEMENT**

ITB No. 2019-22

NW 74 Street Traffic Signal Improvements at NW 97 and NW 102 Avenues

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 Carlos Jurado, General Manager
(Print individual's name and title)

For: Continental Construction USA, LLC
(Print name of entity submitting sworn statement)

Whose business address is: 95 Merrick Way, Suite 480, Coral Gables, FL 33134

And (if applicable) its Federal Employer Number (FEIN) is: 38-3984802

(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

Sworn to and subscribed before me this 4 day of June, 2019.

- 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 2022

Stefanie Martillo
(Notary Signature)



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

PROPOSER'S CERTIFICATION

ITB No. 2019-22

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.

Continental Construction USA, LLC

Name of Business
By: _____
Signature
Juan Carlos Jurado

Name and Title Typed or Printed
95 Merrick Way, Suite 408

Mailing Address
Coral Gables, FL 33134

City, State and Zip Code
305-704-7396

Telephone Number

Sworn to and subscribed before me this
6 day of June, 2019



Stefanie Martillo Rodas
COMMISSION # GG 192059
EXPIRES: March 4, 2022
Bonded Through 2022

Notary Public

State of Florida

2022
My Commission Expires

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

ITB SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

ITB No. 2019-22

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

Witness:
(Seal)

Bidder:

Witness Signature

Firm Name

Witness Name

Signature

Print Name

Title (Sole Proprietor or Partner)

Post Office Address:

County in which fictitious name is registered.

Telephone Num.

ITB SIGNATURE PAGE FOR CORPORATION

ITB No. 2019-22

The officers of the corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	Juan Carlos Jurado	_____
Vice-President		_____
Secretary	Ruth Pareja	_____
Treasurer		_____
Registered Agent	Julia Oriol	_____

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

Juan Carlos Jurado		
Juan Pablo Chirinos		

Post Office Address

 95 Merrick Way, Suite 480,

 Coral Gables, FL 33134

Bidder

 Continental Construction USA, LLC
 Corporate Name

 President's Signature

Is this corporation in the State of Florida?
 Yes No

Attest:
 Secretary

If no, give address of principle place of business:

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RODRIGUEZ, RENE

CONTINENTAL CONSTRUCTION USA, LLC
2400 SW 19 STREET
MIAMI FL 33145

LICENSE NUMBER: CGC1524199

EXPIRATION DATE: AUGUST 31, 2020

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Juan Carlos Jurado P.E., PMP
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Professional Profile

Highly motivated and innovative Manager with over thirteen years of management and technical experience in multidisciplinary projects for the Energy and Chemicals, Infrastructure, Mining and Petrochemical Industries. Background includes the execution of Pre-FEED, FEED, and EPFC projects in Mozambique, Colombia, and in the US. Extensive experience in the development of technical and commercial proposals for projects ranging from studies and conceptual engineering to mega projects. Excellent leadership and communication skills required for defining and managing to project baselines. Proven track record of executing multiple successful projects according to established parameters of safety, quality, schedule and cost.

Experience

Continental Construction
General Manager

Miami, FL
May 2016 – Present

- Responsible for managing all operations.
- Develop goals and policies, and establish standard operating procedures that are in alignment with the organization's mission.
- Develop a successful commercial development strategy.
- Manage and recruit top talent for project management, construction execution, and partner teams.
- Cultivate relationships with state and local agencies, private clients and industry partners.
- Develop and execute accurate administrative control systems to ensure accurate budget projections and proper budget spending.
- Report on a quarterly basis targets for revenue, profits and cash.

Fluor
Project Director

Houston, Texas, USA
May 2013 – May 2016

- Ensured Health, Safety and Environment (HSE) is emphasized throughout all phases of the project.
- Developed a complete understanding of the Fluor prime contract and relevant subcontracts.
- Led multi-discipline teams in the preparation of the project execution plan in accordance with the contractual obligations, Fluor's Operating System Requirements (OSR) and the relevant Operating System Implementation Plan (OSIP)
- Verified that project requirements for Baseline Centric Execution, safety, quality, cost, and productivity were met in all locations managed by Fluor where work was performed.
- Ensured the project baseline was fully documented, updated, and communicated to the project team as appropriate, and that it matched to Fluor contract scope of work and responsibilities.
- Managed teams to ensure the project was delivered in accordance with the project execution plan and commercial baselines.
- Coordinated the development of FEED design packages and RFP packages for different UO&I facilities.
- Managed engineering and procurement activities in order to support baseline schedule.
- Chaired weekly and monthly progress meetings with Client personnel and Executive Sponsors.

Key Projects

Sasol Lake Charles Chemicals and Facilities Project
Lake Charles, Louisiana
Sasol

Fluor and Technip formed a Joint Venture to engineer, procure, fabricate and construct (EPFC) a world-scale Ethylene Cracker Complex with a capacity of 1,550 kilotonnes per annum (kTa) at Sasol's existing facility in Lake Charles, Louisiana. TIC is confidential.



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Selected Accomplishments

While leading a team of 280 engineers split between Houston, Lake Charles and Philippines offices, the project met the 90% engineering complete milestone 2 months ahead of the project baseline; resulting in a performance incentive bonus for the Joint Venture.

Anadarko Mozambique Gas Development Project

Cabo Delgado, Mozambique

Anadarko Petroleum Company

Fluor and JGC (also referred as JFJ) have formed a Joint Venture to compete against CB&I / Chiyoda and Bechtel. Competitive FEED with Technical Proposal and LSTK Submittal for EPFC to construct a self-sustaining onshore LNG facility (two trains with 2x5.5 MTPA export capacity) to produce and export liquefied natural gas (LNG) from natural gas reserves in Mozambique. TIC is confidential.

Selected Accomplishments

Coordinated inter-discipline constructability reviews to develop and analyze cost saving opportunities. The outcome of this review was the implementation of innovative construction execution strategies that had the potential of reducing over \$500 million dollars in construction costs.

Odebrecht

Utilities Project Manager

Moatize, Mozambique

April 2011 – May 2013

- Planning, strategizing, organizing, coordinating, developing and implementing assigned projects and the processes, procedures, plans, phasing and sequencing required for executing these projects within the overall Program. ^{1}_{SEP}
- Managing consultants and subcontractors to ensure that assigned work remains on schedule, is within budget and meets expectations. ^{1}_{SEP}
- Coordinating design phase activities/deliverables with the Client, engineers, sub-consultants, relative to facilities design and systems. ^{1}_{SEP}
- Conducting design, pre-construction and construction phase weekly progress and various other coordination meetings, preparing agendas, coordinating presentation materials and preparing meeting minutes.
- Closely liaising with Engineering Support and Design Managers of interfacing projects during deliverable reviews to ensure that quality, completeness and end-user expectations are met for design deliverables (including interface with other projects)
- Reviewing and recommending payment of consultant and subcontractor interim pay applications. ^{1}_{SEP}
- Monitoring consultant and subcontractor work progress, ensuring that the design and construction schedules are being met, identifying potential schedule issues through review of schedule updates and look-aheads and requiring work-around or mitigation plans if progress is not as scheduled. ^{1}_{SEP}
- Continuously monitoring the consultants' and subcontractors' deliverables against project requirements through reviews and inspections. Identifying areas not meeting requirements, raising NCRs and reviewing corrective action plans for resolving issues and performing QA audits to assure quality compliance. ^{1}_{SEP}
- Monitoring procurement process for subcontractors and suppliers to ensure timely issuance of multiple tender packages and ultimately contracts. ^{1}_{SEP}
- Coordinating constructability reviews, value engineering exercises and construction submittal reviews by consultants. ^{1}_{SEP}
- Managing construction contracts to assure construction remains on schedule, within budget, achieves quality standards and meets the safety and security goals of zero tolerance. ^{1}_{SEP}
- Managing, coordinating, and making recommendations on variation requests and claims arising from design and construction activities of assigned projects. ^{1}_{SEP}
- Managing and coordinating testing, commissioning and handover of completed facilities to end users. ^{1}_{SEP}
- Managing project closeout, including recommending the final account, as well as compilation and handover of closeout submittals (as-built drawings, O&M Manuals, T&C reports, keys, spare parts / attic stocks, training guides, warranties, etc.) to client.



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Key Projects

Moatize Coal Mine Expansion Project

Moatize, Mozambique

VALE

Alliance contract with VALE for the expansion of the coalmine to increase its production from 11.1 MTPY to 22.3 MTPY. Contract Amount: \$1.2 Billion

Selected Accomplishments:

Led the Alliance team in the design and construction of approximately 40 km of pipelines for the following systems: Process Water, Process Wastewater, Oil Separation, Bulk Fuel Storage and Transmission, Sewage collection and treatment, Water treatment, Water Supply from aquifer, Pit Dewatering, Domestic Water and Firefighting.

Moatize Coal Mine Phase I Project

Moatize, Mozambique

VALE

Alliance contract with VALE and Camargo Correa for the construction of a 11MTPY coal processing plant along with the required infrastructure. Contract Amount: \$1.0 Billion

Selected Accomplishments:

Led the Alliance team in the construction of approximately 20 km of pipelines along with construction, installation and commissioning of multiple pump stations.

Green Gas International

Country Manager

Medellin, Colombia

Sept. 2009 – March 2011

- Lead project pursuits and prepare technical proposals for biogas utilization projects in municipal solid waste landfills, palm oil extraction mills, wastewater treatment plants and coalmines.
- Responsible for business development in Colombia, to ensure an aggressive project pipeline implementation.
- Develop technical and financial feasibility studies for each individual project and present them to the company's Executive Board to secure funding and approval.
- Develop and execute accurate administrative control systems to ensure proper budget projections and proper budget spending.
- After contract award responsible for client relationships, multi-discipline project teams, including in-house and consultant personnel as well as project financial performance.
- Responsible for the design, documentation and verification process for registration of the project under the United Nations Framework for Climate Change Convention (UNFCCC), in order to receive the associated Certified Emission Reductions (CERs).
- Lead all civil engineering and administrative controls of staff engineers, technicians and inspectors during design, permitting, construction, operation and maintenance of the biogas extraction and utilization stations and distribution pipelines.
- Responsible for the day to day technical and administrative operations in Colombia, while providing multi-discipline team leadership and project definition in order to guide and assist field engineers and administrative staff in order to guarantee a proper and efficient operation in both the field projects and in administrative tasks.
- Responsible for coordination between London's head office and Colombia outsourcing operations for accounting and auditing.

Key Projects

Clean Development Mechanism (CDM) Project at La Pradera and Curva de Rodas Landfills

Medellin, Colombia

Empresas varias de Medellin

Design, construction, operation and maintenance of Landfill Gas extraction and flaring stations at the Curva de Rodas landfill and La Pradera landfill in Medellin, Colombia. Contract Amount: \$200 Million

Selected Accomplishments:



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Prepared a technical proposal by which the extraction of LFG would double, presented proposal to the client and the Environmental Ministry of Colombia successfully resulting in doubling the contract amount.

Clean Development Mechanism (CDM) Project in El Guacal Landfill Medellin, Colombia

Enviambientales SA ESP (EVAS)

Design, construction, operation and maintenance of the degassing and flaring systems to eliminate the harmful methane gas contained in LFG. It is expected that over the 21 years of life of this project it will eliminate the equivalent of 4,500,000 tons of carbon from the atmosphere. Construction is expected to start third quarter of 2010. Contract Amount: \$ 150 Million

Selected Accomplishments:

Obtained project validation from the UNFCCC two months ahead of schedule. Obtained Host Country approval from the Environmental Ministry of Colombia three months ahead of schedule.

Atotonilco Wastewater Treatment Plant

Atotonilco, Mexico

National Water Commission of Mexico

The plant will be the largest wastewater treatment project in Mexico and one of largest of its kind in the world. The wastewater treatment plant will be built in a single stage on a build-operate-transfer (BOT) basis at Atotonilco town, about 60km from Mexico City. The installed treatment capacity in the Atotonilco area is currently 11.6% per day. The new plant will be able to treat 3.6 million tons of water per day, raising the installed treatment capacity of the town to 60%.

Project cost: \$710 Million

Selected Accomplishments:

Provided technical support to the BOT team in the areas of wastewater treatment and combined heat and power plants. Issued technical proposal 2 months ahead of schedule.

Plant to convert Biogas to Vehicular Compressed Gas at Los Angeles Landfills

Neiva, Colombia

Empresas Publicas de Neiva

Design, construction, operation and maintenance of the first plant to convert biogas to vehicular compressed gas in Colombia. This plant will convert approximately 2,000 cubic meters of biogas per hour to vehicular compressed gas. Initial phase of this project will be operational during the second quarter of 2012. Contract Amount: \$100 Million

Selected Accomplishments:

Prepared a technical and economical proposal to obtain 21-year contract with Empresas Publicas de Neiva, outbidding three other multinational corporations.

Milian, Swain & Associates, Inc.

Project Manager

Miami, FL

April 2004 – Sept 2009

- Pursued and prepared technical proposals for residential, commercial and government design and construction projects related to land development, utility improvements, drainage improvements, traffic improvement, solid waste disposal facility improvements, water treatment facility improvements, watershed analysis, canal restoration, environmental studies, water distribution and sanitary sewer collection projects.
- Responsible for client relationships, multi-discipline project teams, including in-house and consultant personnel as well as project financial performance. Lead team meetings, development and maintenance of project delivery schedules, and creation and supervision of detailed project management plans.
- Provided multi-discipline team leadership and project definition in order to guide and assist staff engineers, CADD technicians and construction inspectors during design, permitting and construction phases for land development, utility improvements, drainage improvements, solid waste disposal facility improvements, water treatment facility improvements, traffic improvements, water distribution and sanitary sewer collection improvements for both private and public sector projects.



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- Assisted clients by preparing project cost estimates including personnel and material resources in order to determine project budgets for civil infrastructure.
- Assisted owners of public and private projects in evaluation of proposals received during bidding processes.
- Developed and executed accurate administrative control systems to determine project daily work assignments for staff engineers, CAD technicians and construction inspectors to ensure that schedule milestones are met in both design and construction phases of projects.
- During construction phase responsible for monitoring the Contractor's progress against both schedule and budget. Verified that the works were executed in accordance with the latest issue of the Contract documents. Implemented the construction quality-monitoring program.
- Resolved, along with staff engineers and construction inspectors, technical issues associated with system design and construction methods for civil infrastructure.
- As part of the construction phase services: reviewed and approved change order requests and application for payment from contractor
- Constant verbal and written communication with clients to inform them on status of design, permits and construction of projects.
- Constant verbal and written communication with different city, state and federal regulatory agencies to expedite and obtain different design and construction permits as well as certifications for projects.
- Constant verbal and written communication with different construction contractors and subcontractors to resolve and discuss technical issues associated with system design, construction methods and existing field conditions.
- Participated in RFP presentations for city and county projects.
- Responsible for attending and participating in public hearings, board hearings and commission hearings to secure different approvals and permits for proposed projects.

Key Projects

Scott-Carver HOPE VI Development.

Miami-Dade County, Florida

McCormack Baron Salazar

A mixed-income development in the heart of downtown Miami that will provide its citizens with 354 rental units; 177 public housing units, 107 low and moderate income units and 70 market-rate units.

Selected Accomplishments:

Led project pursuit and prepared technical proposal. Worked closely with project stakeholders and Miami-Dade County personnel to obtain administrative zoning approvals for phase II and phase IV.

10MGD R.O. Water Treatment Plant

City of Hialeah, Florida

City of Hialeah

The City of Hialeah has entered into a Joint Participation Agreement (JPA) with Miami-Dade County for the design, construction and operations of a Reverse Osmosis Water Treatment Plant. The 10 MGD plant, expandable to 17.5 MGD, will be constructed on City owned property at theoretical NW 166th Street and NW 105th Avenue. Project cost: \$150 Million

Selected Accomplishments:

Assisted the City of Hialeah during the RFP process to select a design, build and operate contractor. Reviewed technical and financial proposals submitted by participants. Issued RFP review reports ahead of schedule.

Fontainebleau Lake

Miami-Dade County, Florida

Shoma Development Corporation

Development of a 100-Acre Residential Project with 220 single-family homes and 1700 condominiums. Project cost: \$300 Million

Selected Accomplishments:

Negotiated with the Miami-Dade Water & Sewer Department the water and sewer agreement for the project decreasing the connection and construction costs for the project by more than 25%.



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Orchard Park Watershed Analysis
Miami Beach, Florida
City of Miami Beach

Successfully managed the modeling and design for the existing 40-Acre orchard park neighborhood with emphasis on Royal Palm Avenue in order to avoid constant flooding conditions during severe storms. Project cost: \$10 Million

Selected Accomplishments:

Successfully managed the design of a drainage system reducing construction cost by 30%.

Homestead Regional Airport – Water and Sewer Master Plan Design and Construction
Miami-Dade County Aviation Department.

Project consisted of the design and construction of approximately 3,000 LF of gravity collection system and 12,000 LF of force main. Along with the design and construction of approximately 26,000 LF of new water mains. Project Cost: \$7 Million

Selected Accomplishments:

Led project pursuit and prepared technical proposal. Worked closely with the South Florida Water Management District to decrease the storm water drainage requirements for the project by more than 15%.

Keith & Ballbe, Inc.
Project Engineer

Fort Lauderdale, FL
April 2001 –December 2003

- Prepared in conjunction with clients, architects and surveyors construction drawings for paving, grading, drainage, water distribution and sewer collections systems for both commercial and residential projects.
- Worked with different city, state and federal permitting agencies to obtain different design and construction permits as well as certifications for projects.
- Owner's representative responsible for certifying the construction was on schedule and as per plans and specifications.

Education

2018	Executive MBA, Kellogg School of Management Northwestern University, Evanston, Illinois
2015	Harvard Business Publishing Corporate Learning Leader program
2004	Florida International University Miami, Florida Bachelor of Science in Civil Engineering
1999	University of North Carolina at Charlotte, Charlotte, North Carolina

Skills

Proficient in Microsoft Project, Primavera Suretrak, Bentley Microstation V8, Bentley AutoPIPE, AutoDesk AutoCAD, Microsoft Office, SFWMD Storm modeling programs, StormCAD and ICPR.
Fluent in English, Spanish and Portuguese.

Memberships/Boards

- Professional Engineer licensed and registered in the State of Florida.
- Professional Engineer licensed and registered in the State of Texas.
- Professional Engineer licensed and registered in Colombia, South America.
- Certified Project Management Professional
- Appointed by the Miami City Commission to the City of Miami Urban Development Review Board. Board member October 2007- October 2009
- ASCE active member.
- Citizens for a better South Florida.