

SECTION 00500 - CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the 22nd day of May 2020 by and between the City of Doral (hereinafter called the "City" and Florida Engineering & Development, Corp., (hereinafter called "Contractor") located at 12076 NW 98th Avenue, Hialeah Gardens 33018

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 *Roadway Improvements along "NW 112th Avenue (25- 34 Street) Roadway improvements, ITB No.2020-13"* 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 Eugene Collings-Bonfill, P.E., Chief of Engineering, at City of Doral Government Center, 8401NW 53rd Terrace Doral, Florida 33166.

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

2.3 The CITY's ENGINEER referred to in any of the Contract Documents designated herein is Eithel M. Sierra, P.E., A&P Consulting Transportation Engineers Corp., 8935 NW 35th Lane, Doral, Florida 33172.

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. CONTRACTOR shall also include red-line as-builts and an updated progress schedule.

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 112th Avenue (25- 34 Street) Roadway Improvements, ITB No. 2020-13"*

- 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
8401NW 53rd Terrace
Doral, Florida 33166

WITH COPY TO:

Luis Figueredo, Esq.
City Attorney
City of Doral
8401NW 53rd Terrace
Doral, Florida 33166

FOR CONTRACTOR:

Florida Engineering and Development Corp.
12076 NW 98th Ave.
Hiialeah Gardens, FL 33018

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 22nd day of May, 2020, and by

FLORIDA ENGINEERING + DEVELOPMENT CORP. (Contractor), signing by and through its
JOSE VEGA, PRESIDENT _____ duly authorized to execute same.

WITNESS


By: 

(Signature and Corporate Seal)
OMAR MEDINA V.P. SECRETARY

(Print Name and Title)

CONTRACTOR

FLORIDA ENGINEERING + DEVELOPMENT CORP.

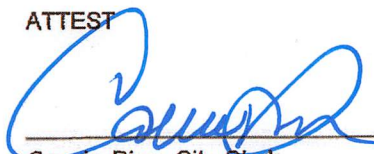
(Contractor)


(Signature)
JOSE VEGA PRESIDENT

(Print Name and Title)


22 day of May, 2020

ATTEST



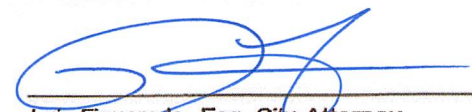
Connie Diaz, City Clerk

CITY OF DORAL



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.

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:

Base Bid

Item Number	Description	Unit	Qty.	Unit Price	Cost
ROADWAY					
101-1	MOBILIZATION	LS	1	105,000.00	105,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	35,000.00	35,000.00
102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	335	4.80	1,608.00
102-14	TRAFFIC CONTROL OFFICER	HR	136	48.50	6,596.00

102-60	WORK ZONE SIGN	ED	7,290	0.22	1,603.80
102-61	BUSINESS SIGN	EA	50	27.00	1,350.00
102-74-1	CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD	ED	34,755	0.12	4,170.60
102-74-2	CHANNELIZING DEVICE, TYPE III, 6'	ED	4,020	0.22	884.40
102-74-7	PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICES	LF	34	7.00	238.00
102-76	ARROW BOARD/ADVANCE WARNING ARROW PANEL	ED	1,500	5.40	8,100.00
102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA	307	3.30	1,013.10
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	388	11.60	4,500.80
104-10-3	SEDIMENT BARRIER	LF	5,483	1.30	7,127.90
104-18	INLET PROTECTION SYSTEM	EA	17	49.50	841.50
107-1	LITTER REMOVAL	AC	26.11	21.50	561.37
107-2	MOWING	AC	14.29	58.00	828.82
110-1-1	CLEARING AND GRUBBING	AC	3.24	30,550.00	98,982.00
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	1,730	5.00	8,650.00
120-1	REGULAR EXCAVATION	CY	3,767	12.00	45,204.00

120-6	EMBANKMENT	CY	117	12.60	1,474.20
160-4	TYPE B STABILIZATION (LBR 40)	SY	8,717	1.20	10,460.40
285-701	OPTIONAL BASE GROUP 01	SY	230	13.40	3,082.00
285-706	OPTIONAL BASE GROUP 06	SY	8,717	10.70	93,271.90
327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG. DEPTH	SY	16,759	2.50	41,897.50
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	1,516.8	120.80	183,229.44
337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	1,301.5	135.30	176,092.95
425-5	MANHOLE, ADJUST	EA	3	570.60	1,711.80
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	6,125	14.60	89,425.00
520-2-4	CONCRETE CURB, TYPE D	LF	80	18.60	1,488.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS - 4"	SY	3,591	30.70	110,243.70
522-2	CONCRETE SIDEWALK AND DRIVEWAYS - 6"	SY	1,268	36.50	46,282.00
527-2	DETECTABLE WARNING	SF	171	24.00	4,104.00
570-1-2	PERFORMANCE TURF, SOD	SY	2,295	6.40	14,688.00
710-11-125	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	330	1.80	594.00

710-11-160	PAINTED PAVEMENT MARKINGS, STD, WHITE, MESSAGE	EA	1	43.20	43.20
710-11-201	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID, 6"	GM	2.899	806.00	2,336.59
DRAINAGE					
425-1-201	INLETS, CURB, TYPE 9, <10'	EA	1	2,600.00	2,600.00
425-1-331	INLETS, CURB, TYPE P-3, <10'	EA	2	5,082.60	10,165.20
425-1-332	INLETS, CURB, TYPE P-3, >10'	EA	1	5,190.00	5,190.00
425-1-341	INLETS, CURB, TYPE P-4, <10'	EA	5	5,058.10	25,290.50
425-1-342	INLETS, CURB, TYPE P-4, >10'	EA	2	5,700.00	11,400.00
425-1-351	INLETS, CURB, TYPE P-5, <10'	EA	1	4,200.00	4,200.00
425-1-352	INLETS, CURB, TYPE P-5, >10'	EA	2	3,259.50	6,519.00
425-1-361	INLETS, CURB, TYPE P-6, <10'	EA	3	3,895.10	11,685.30
425-1-362	INLETS, CURB, TYPE P-6, >10'	EA	2	5,585.10	11,170.20
425-1-701	INLETS, GUTTER, TYPE S, <10'	EA	2	3,423.70	6,847.40
425-2-42	MANHOLES, P-7, >10	EA	1	3,715.00	3,715.00
425-2-43	MANHOLES, P-7, PARTIAL	EA	2	1,438.50	2,877.00

425-271	MANHOLES, J-7, <10'	EA	1	5,045.00	5,045.00
430-175-115	PIPE CULVERT, HDPE, ROUND, 15" S/CD	LF	27	96.60	2,608.20
430-175-118	PIPE CULVERT, HDPE, ROUND, 18" S/CD	LF	464	69.10	32,062.40
443-70-4	FRENCH DRAIN, 24"	LF	680	139.80	95,064.00
LANDSCAPING					
580-2-8	LANDSCAPE – RELOCATE OR RESET TREES AND PALMS	LS	1	0.00	0.00
SIGNALIZATION/LIGHTING					
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	4,062	19.40	78,802.80
632-7-2	SIGNAL CABLE – REPAIR/REPLACE/OTHER, F&I	LF	1,335	7.40	9,879.00
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	30	592.80	17,784.00
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	AS	3	1,401.10	4,203.30
670-5-400	TRAFFIC CONTROL ASSEMBLY, MODIFY	AS	1	2,694.50	2,694.50
700-3-502	SIGN PANEL, RELOCATE, 12-20 SF	EA	1	1,995.00	1,995.00
700-3-504	SIGN PANEL, RELOCATE, 31-50 SF	EA	2	2,344.20	4,688.40
715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	LF	9,584	2.60	24,918.40

715-1-13	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 4 - 2	LF	987	3.70	3,651.90
715-4-14	LIGHT POLE COMPLETE, F&I STD POLE STD FOUNDATION, 45' MOUNTING HEIGHT	EA	10	7,275.00	72,750.00
715-4-24	LIGHT POLE COMPLETE, F&I STD POLE SPECIAL FOUNDATION, 45' MOUNTING HEIGHT	EA	3	7,652.10	22,956.30
715-7-11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	1	13,500.00	13,500.00
715-500-1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	EA	13	1,886.10	24,519.30
SIGNING AND PAVEMENT MARKINGS					
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	36	280.30	10,090.80
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12 SF TO 20 SF	AS	2	390.00	780.00
700-1-50	SINGLE POST SIGN, RELOCATE	AS	26	215.60	5,605.60
700-1-60	SINGLE POST SIGN, REMOVE	AS	9	50.00	450.00
705-10-1	OBJECT MARKER, TYPE 1	EA	6	194.00	1,164.00
	R.P.M. (BLUE)	EA	14	3.20	
	R.P.M. (BI-DIRECTIONAL WHITE/RED)	EA	181	3.20	
	R.P.M. (BI-DIRECTIONAL YELLOW)	EA	460	3.20	
	PAINTED PAVT MARKINGS, STD, WHITE, SOLID 6"	GM	1.819	850.00	

	PAINTED PAVT MARKINGS, STD, WHITE, SOLID URBAN ISLAND 8"	GM	0.012	1,200.00	
	PAINTED PAVT MARKINGS, STD, WHITE, SOLID FOR CROSSWALK 12"	LF	261	0.65	
	PAINTED PAVT MARKINGS, STD, WHITE, DIAGONAL OR CHEVRON 18"	LF	26	1.72	
	PAINTED PAVT MARKINGS, STD, WHITE, SOLID FOR STOP LINE 24"	LF	362	2.15	
	PAINTED PAVT MARKINGS, STD, WHITE, SKIP 10-30	GM	0.771	430.00	
	PAINTED PAVT MARKINGS, STD, WHITE, MESSAGE OR SYMBOL	EA	9	43.00	
	PAINTED PAVT MARKINGS, STD, WHITE, ARROWS	EA	47	27.00	
	PAINTED PAVT MARKINGS, STD, YELLOW, SOLID 6"	GM	1.638	865.00	
	PAINTED PAVT MARKINGS, STD, YELLOW, DIAGONAL/CHEVRON 18"	LF	427	1.70	
	PAINTED PAVT MARKINGS, STD, YELLOW, SKIP 10-30	GM	0.742	435.00	
710-90	PAINTED PAVT MARKINGS, FINAL SURFACE	LS	1	9,250.00	9,250.00
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	382	1.90	725.80
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	26	2.70	70.20
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	362	3.60	1,303.20
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	9	108.00	972.00

711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	47	70.10	3,294.70
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	427	2.50	1,067.50
711-14-123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	LF	324	11.00	3,564.00
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	LF	300	18.40	5,520.00
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	EA	1	485.00	485.00
711-16-101	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	GM	1.819	4,300.00	7,821.70
711-16-102	THERMOPLASTIC, STD – OTHER SURFACES, WHITE, SOLID, 6"	GM	0.012	4,500.00	54.00
711-16-131	THERMOPLASTIC, STD – OTHER SURFACES, WHITE, SOLID, 8"	GM	0.789	1,350.00	1,065.15
711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	1.628	4,300.00	7,000.40
711-16-231	THERMOPLASTIC, OTHER SURFACES, YELLOW, SKIP, 6" 10-30 SKIP	GM	0.742	1,350.00	1,001.70

TOTAL BASE BID **\$ 1,692,752.82**

EVALUATION SHALL BE BASED ON TOTAL PROJECT COST

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.**

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

Pay Item	Description: NW 112TH AVE (NW 25TH TO 34TH STREET), NW 27TH STREET (NW 112TH TO 34 STREET)	Unit	Quantity	Florida Engineering &Development	
				Unit Price Numerical	Amount
Roadway					
101-1	Mobilization	LS	1.00	\$105,000.00	\$105,000.00
102-1	Maintenance of Traffic	LS	1.00	\$35,000.00	\$35,000.00
102-3	Commercial Material For Driveay Maintenance	CY	335.00	\$4.80	\$1,608.00
102-14	Traffic Control Officer	HR	136.00	\$48.50	\$6,596.00
102-60	Work Zone Sign	ED	7,290.00	\$0.22	\$1,603.80
102-61	Business Sign	EA	50.00	\$27.00	\$1,350.00
102-74-1	Channelizing Device- types I,II,DI,VP,DRUM, or LCD	ED	34,755.00	\$0.12	\$4,170.60
102-74-2	Channelizing Device- types III 6'	ED	4,020.00	\$0.22	\$884.40
102-74-7	Pedestrian Longitudinal Channelizing Devices	LF	34.00	\$7.00	\$238.00
102-76	Arrow Board/ Advanced Warning Arrow Panel	ED	1,500.00	\$5.40	\$8,100.00
102-78	Temporary Retroreflecticve Pavement Marker	EA	307.00	\$3.30	\$1,013.10
102-99	Portable Changeable Message Sign, Temporary	ED	388.00	\$11.60	\$4,500.80
104-10-3	Sediment Barrier	LF	5,483.00	\$1.30	\$7,127.90
104-18	Inlet Protection System	EA	17.00	\$49.50	\$841.50
107-1	Litter Removal	AC	26.11	\$21.50	\$561.37
107-2	Mowing	AC	14.29	\$58.00	\$828.82
110-1-1	Clearing & Grubbing	AC	3.24	\$30,550.00	\$98,982.00
110-4-10	Remove Existing Concrete	SY	1,730.00	\$5.00	\$8,650.00
120-1	Regular Excavation	CY	3,767.00	\$12.00	\$45,204.00
120-6	Embankment	CY	117.00	\$12.60	\$1,474.20
160-4	Type B Stabilization	SY	8,717.00	\$1.20	\$10,460.40
285-701	Optional Base, Base Group 01	SY	230.00	\$13.40	\$3,082.00
285-706	Optional Base, Base Group 06	SY	8,717.00	\$10.70	\$93,271.90
327-70-1	Milling Existing Asphalt Pavement, 1" Ave. Depth	SY	16,759.00	\$2.50	\$41,897.50
334-1-13	Superpave Asphaltic Concrete, Traffic C, (includes Overbuild	TN	1,516.80	\$120.80	\$183,229.44
337-7-82	Asphaltic Concrete Friction Course , Traffic C, FC-9.5,PG,76-22	TN	1,301.50	\$135.30	\$176,092.95
425-5	Manhole ,Adjust	EA	3.00	\$570.60	\$1,711.80
520-1-10	Concrete Curb & Gutter Type F	LF	6,125.00	\$14.60	\$89,425.00
520-2-4	Concrete Curb Type D	LF	80.00	\$18.60	\$1,488.00
522-1	Concrete Sidewalk 4" Thick (Includes Ped. Ramp)	SY	3,591.00	\$30.70	\$110,243.70
522-2	Concrete Sidewalk 6" Thick	SY	1,268.00	\$36.50	\$46,282.00
527-2	Detectable Warning Surface	SF	171.00	\$24.00	\$4,104.00
570-1-2	Performance Turf, SOD	SY	2,295.00	\$6.40	\$14,688.00
710-11-125	Painted Pav't. Markings, STD, White, Solid 24"	LF	330.00	\$1.80	\$594.00

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

Pay Item	Description: NW 112TH AVE (NW 25TH TO 34TH STREET), NW 27TH STREET (NW 112TH TO 34 STREET)	Unit	Quantity	Florida Engineering &Development	
				Unit Price Numerical	Amount
710-11-160	Painted Pav't. Markings, STD, White (Message- "Only")	EA	1.00	\$43.20	\$43.20
710-11-201	Painted Pav't. Markings, STD, Yellow, Solid 6"	GM	2.899	\$806.00	\$2,336.59
	Subtotal				
	Signalization				\$0.00
630-2-11	Conduit, F&I, Open Trench	LF	1,260.00		\$0.00
632-7-2	Signal Cable repair/Replace/Other F&I	LF	1,335.00	\$7.40	\$9,879.00
635-2-11	Pull & Splice Box, F&I, 13"x24" Cover Size	EA	11.00	\$592.80	\$17,784.00
660-2-106	Loop Assembly, Type F, F&I	AS	3.00	\$1,401.10	\$4,203.30
670-5-400	Traffic Controller Assembly, Modify	AS	1.00	\$2,694.50	\$2,694.50
700-3-502	Sign Panels,Relocate ,12-20 SF	EA	1.00	\$1,995.00	\$1,995.00
700-5-504	Sign Panels,Relocate ,13-50 SF	EA	2.00	\$2,344.20	\$4,688.40
	Subtotal				
	Signing and Pavement Markings				
700-1-11	Sign, Single Post (Less than 12 Sq. Ft.)	AS	36.00	\$280.30	\$10,090.80
700-1-12	Sign, Single Post, F&I, 12-20 SF	AS	2.00	\$390.00	\$780.00
700-1-50	Single Sign Post, Relocate	EA	26.00	\$215.60	\$5,605.60
700-1-60	Single Sign Post,Remove	EA	9.00	\$50.00	\$450.00
710-90	Painted Pavement Marking - Final Surface	LS	1.00	\$9,250.00	\$9,250.00
705-10-1	Object Marker, Type 1	EA	6.00	\$194.00	\$1,164.00
711-11-123	Thermoplastic, Standard, White, Solid, 12"	LF	382.00	\$1.90	\$725.80
711-11-124	Thermoplastic, Standard, White, Solid, 18"	LF	26.00	\$2.70	\$70.20
711-11-125	Thermoplastic, Standard, White, Solid, 24"	LF	362.00	\$3.60	\$1,303.20
711-11-160	Thermoplastic, Standard, White, Message	EA	9.00	\$108.00	\$972.00
711-11-170	Thermoplastic, Standard, White, Arrow	EA	47.00	\$70.10	\$3,294.70
711-11-224	Thermoplastic, Standard, Yellow, Solid, 18"	LF	427.00	\$2.50	\$1,067.50
711-14-123	Thermoplastic,Preformed ,Standard, White, Solid, 12"	LF	324.00	\$11.00	\$3,564.00
711-14-125	Thermoplastic, Preformed Standard, White, Solid, 24"	LF	300.00	\$18.40	\$5,520.00
711-14-160	Thermoplastic, , Preformed Standard, White, Message	EA	1.00	\$485.00	\$485.00
711-16-101	Thermoplastic, Standard Other Surfaces, White, Solid, 6"	GM	1.819	\$4,300.00	\$7,821.70
711-16-102	Thermoplastic, Standard Other Surfaces, White, Solid, 8"	GM	0.012	\$4,500.00	\$54.00
711-16-131	Thermoplastic, Standard Other Surfaces, White, Skip 10-30 Skip	GM	0.789	\$1,350.00	\$1,065.15
711-16-201	Thermoplastic (Yellow) (Solid) (6")	GM	1.628	\$4,300.00	\$7,000.40
711-16-231	Thermoplastic, Standard, (Yellow) (Skip) (6")	GM	0.742	\$1,350.00	\$1,001.70
	Subtotal				
	Drainage				

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

Pay Item	Description: NW 112TH AVE (NW 25TH TO 34TH STREET), NW 27TH STREET (NW 112TH TO 34 STREET)	Unit	Quantity	Florida Engineering &Development	
				Unit Price Numerical	Amount
425-1201	Inlet, Curb, Type 9, <10	EA	1.00	\$2,600.00	\$2,600.00
425-1331	Inlet, Curb, Type, P-3,<10	EA	2.00	\$5,082.60	\$10,165.20
425-1332	Inlet, Curb, Type, P-3,>10	EA	1.00	\$5,190.00	\$5,190.00
425-1341	Inlet, Curb, Type, P-4,<10	EA	5.00	\$5,058.10	\$25,290.50
425-1342	Inlet, Curb, Type, P-4,>10	EA	2.00	\$5,700.00	\$11,400.00
425-1351	Inlet, Curb, Type, P-5,<10	EA	1.00	\$4,200.00	\$4,200.00
425-1352	Inlet, Curb, Type, P-5,>10	EA	2.00	\$3,259.50	\$6,519.00
425-1361	Inlet, Curb, Type, P-6,<10	EA	3.00	\$3,895.10	\$11,685.30
425-1362	Inlet, Curb, Type, P-6,>10	EA	2.00	\$5,585.10	\$11,170.20
425-1701	Inlet, Curb, Type S, <10	EA	2.00	\$3,423.70	\$6,847.40
425-2-42	Manholes,P-7,<10	EA	1.00	\$3,715.00	\$3,715.00
425-2-43	Manholes,P-7,Partial	EA	2.00	\$1,438.50	\$2,877.00
425-2-71	Manholes,J-7,<10	EA	1.00	\$5,045.00	\$5,045.00
430-175-115	Pipe Culvert, Optional Material, Round < 15" SD	LF	27.00	\$96.60	\$2,608.20
430-175-118	Pipe Culvert, Optional Material, Round < 18" SD	LF	464.00	\$69.10	\$32,062.40
443-70-4	Fench Drain,24"	LF	680.00	\$139.80	\$95,064.00
	Lighting				
630-2-12	Conduit, F&I, Open Trench	LF	2,802.00	\$19.40	\$78,802.80
635-2-11	Pull & Splice Box, F&I, 13"x24" Cover Size	EA	19.00		\$0.00
715-1-12	Lighting Conductors F&I, Insulated, NO.8-6	LF	9,584.00	\$2.60	\$24,918.40
715-1-13	Lighting Conductors F&I, Insulated, NO.4-2	LF	987.00	\$3.70	\$3,651.90
715-1-14	Light Pole Complete< F&I Standard Pole Standard Foundation, 45' Mounting Height	EA	10.00	\$7,275.00	\$72,750.00
715-4-24	Light Pole Complete< F&I Standard Pole Special Foundation, 45' Mounting Height	EA	3.00	\$7,652.00	\$22,956.00
715-7-11	Load Center,F&I, Secondary Voltage	EA	1.00	\$13,500.00	\$13,500.00
715-500-1	Pole Cable Distribution System, Conventional	EA	13.00	\$1,886.10	\$24,519.30
	Landscaping				
110-1	Clearing & Grubbing - Existing Tree Removal	LS	1		\$0.00
	Tree Removal Permit & Fees (Miami Dade County)	LS	1	0	\$0.00
	Mitigation - Tree Trust Fund	EA	64		\$0.00
	Subtotal				\$1,692,752.52

RESOLUTION No. 20-79

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2020-13, "ROADWAY IMPROVEMENTS ALONG NW 112 AVENUE BETWEEN NW 25 STREET AND NW 34 STREET" TO FLORIDA ENGINEERING AND DEVELOPMENT CORP., THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING AN AGREEMENT BETWEEN THE CITY AND FLORIDA ENGINEERING AND DEVELOPMENT CORP. IN AN AMOUNT NOT TO EXCEED \$1,862,027.77; 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, in 2017 the Mayor and the City Council Members approved and adopted Resolution No. 17-108 (approved 5-0), to task A&P Consulting Transportation Engineers with the design of the Roadway Improvements along NW 112th Avenue between NW 25th Street and NW 34th Street; and

WHEREAS, the City issued Invitation to Bid (ITB) #2020-13, "Roadway Improvements at NW 112th Avenue between NW 25th Street and NW 34th Street" (the "ITB"), for which the City received seven (7) response by the April 23, 2020 submittal deadline, with all respondents being determined to be responsive and responsible; and

WHEREAS, upon review of bids received, staff determined that Florida Engineering and Development Corp. 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, and Bid Tabulation are

all attached as Exhibit "A", which is incorporated herein and made a part hereof by this reference; and

WHEREAS, staff has recommended that the Mayor and the City Council Members award the ITB to the Contractor, approve the Construction Agreement with Contractor in a not to exceed amount of \$1,862,027.77, which includes a 10% contingency to address any unforeseen conditions, and authorize the City Manager to execute the Construction Agreement and to expend budgeted funds in furtherance hereof; and

WHEREAS, funding for this request is available from the current Fiscal Year in the Public Works Transportation Fund – Improvement Streets Account, Account No. 101.80005.500633 (\$1,412,027.77) and in the Public Works Stormwater Fund – Improvement Streets in Progress Account, Account No. 401.80005.500633 (\$450,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL 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 \$1,862,027.77 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.

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.

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 Councilmember 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 Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of May, 2020.




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