

SECTION 00400 - CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the 14th day of December 2021 by and between the City of Doral (hereinafter called the "CITY") and A.D.A Engineering Inc. (hereinafter called "CONTRACTOR") located at: 8550 NW 33 Street, Suite 202.

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 "***ITB No.2021-18 - Stormwater Improvements at NW 89 Pl & NW 24 Terr.***" 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 **Carlos Arroyo, 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 is **Herman Tirado, P.E.**, at EAC Consulting, Inc., 5959 Blue Lagoon Drive, Suite 410, Miami, Florida 33126 for the design of NW 24th Terrace (NW 89 Pl-NW 25 St).

2.4 The CITY'S ENGINEER referred to in any of the Contract Documents designated is **Lazaro Ferrero, P.E.**, A&P Consulting Transportation Engineers, 8935 NW 35th Lane, Suite 200, Doral, Florida 33172 for the design of NW 89th Place (NW 25 St-NW 21 St).

ARTICLE 3 – TERM

3.1 Contract Times. Contract Time will commence on the date the Agreement is executed and shall continue consequently for a period of **one hundred and fifty (150) calendar days**. Work shall be completed ("Final Completion") and shall be ready for final payment in accordance with the Contract Documents within thirty (30) calendar days from the date substantial completion is accepted

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. The CONTRACTOR shall provide the Work at a not to exceed amount of \$ 461,156.00.

Four Hundred and Sixty-One Thousand One Hundred and Fifty-Six Dollars

(Written amount)

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.

4.3 A cost breakdown (schedule of values) shall be submitted to the Engineer by the CONTRACTOR for approval by the Engineer within seven days after notification of award of Contract. The schedule of values shall be used as the basis for making progress payments and for determining the cost of extra work where the extra work is an increase in the quantity of work included in the cost breakdown. The cost breakdown shall be complete, with each item of materials, equipment and supplies listed, together with the quantity and price thereof, the sum of which shall be equal to the aggregate sum prices bid for "materials, equipment and supplies". The breakdown shall

include a separate column of figures which shall be the cost of installation of the above items, which cost shall include prorated share of bonds, insurance, overhead and profit. The sum of this second column of figures shall be equal to the aggregate sum prices bid for "all other costs incurred in completing the project". Any item(s), as determined by the City to be unbalanced, will not be acceptable.

The CONTRACTOR shall retain a copy of the cost breakdown in their files for reference purposes.

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 City of Doral Release of lien Form (Exhibit E), 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 provide a partial release of lien as Prime CONTRACTOR utilizing City of Doral Form (Exhibit D). CONTRACTOR shall also include red-line as-builts and an updated progress schedule.

5.3 The CONTRACTOR agrees that five percent (5%) 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 City of Doral Release of lien Form (Exhibit J), 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 shall also provide a final

release of lien as Prime CONTRACTOR utilizing City of Doral Form (Exhibit I). 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** General Conditions Section 00710.
- 8.1.6** Supplementary Conditions Section 00720.
- 8.1.7** Any federal, state, county or City permits for the Project
- 8.1.8** Special Condition Section 0400810
- 8.1.9** Specifications and Drawings provided
- 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 Night work or weekend work may be required for various areas within the project limits. The Contractor is responsible for costs associated with all night work including but not limited to, inspector costs, police or flagmen costs, signage and MOT costs and all other costs associated with night or weekend work.

All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner. Some such connections may have to be made during off-peak hours (late night, early morning, or weekend hours). The Contractor shall give a minimum of 72 hours' notice to the Owner when tie-ins with the existing plant utilities are required.

9.8.1 For weekend work, CONTRACTOR shall submit a written request to the CITY by the preceding Wednesday. A separate request is required for each week that the CONTRACTOR wished to work on a weekend. For evening and holiday work, CONTRACTOR shall submit a written request to the CITY 3 days in advance. The CITY will provide inspection services for all overtime work request and the CONTRACTOR shall pay for inspection services, no exceptions.

Similarly, holiday and other overtime work shall be requested a minimum of 36- hours in advance and CITY will provide inspection for all overtime.

9.8.2 Exceptions to the hours and days of the week for work and other related limitations are allowed only for tie-ins during low flow periods / early morning hours, coatings that need to be applied during lower temperature times of the day and whenever the Documents specifically define that work shall be completed outside of the limitations for “normal” work hours, days, etc. Inspection for tie-ins during low flow/early morning and specialty coating application performed during nighttime will not be cause for extra inspection costs unless such work is remedial in nature as a result of defective work.

9.9 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.

9.10 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:

Hernan M. Organvidez, Interim City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

WITH COPY TO:

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

FOR CONTRACTOR:

Alberto D. Argudin

President

8550 NW 33 Street, Suite 202

Doral, FL 33122

9.11 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.

9.12 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.

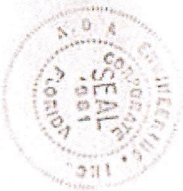
9.13 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as Exhibit "B".

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 14th day of December, 2021, and by A.D.A. Engineering, Inc. (*CONTRACTOR*), signing by and through its Vice-President, duly authorized to execute same.

WITNESS

By: Wendy Gomez
(Signature and Corporate Seal)

Wendy Gomez, Office Manager
(Print Name and Title)



CONTRACTOR

A.D.A. Engineering, Inc.
(CONTRACTOR)

[Signature]
(Signature)

Albert Argudin, CGC, Vice-President
(Print Name and Title)

14 day of December, 2021.

ATTEST

[Signature]
Connie Diaz, City Clerk

CITY OF DORAL

[Signature]
Hernan M. Organvidez, Interim City Manager

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

[Signature]
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.

SECTION 00410 – NOTICE OF AWARD

To: A.D.A Engineering Inc.
8550 NW 33 Street, Suite 202
Doral, FL 33122

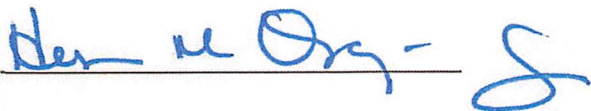
PROJECT DESCRIPTION: City of Doral “*ITB No. 2021-18*” - *Stormwater Improvement: NW 89 Pl & NW 24 Terr.*” in accordance with Contract Documents as prepared by the City and The City has considered the Bid submitted by you for the above-described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the City of Doral “*ITB No. 2021-18* - *Stormwater Improvement: NW 89 Pl & NW 24 Terr.*”, in a not to exceed amount of \$461,156.00.

\$ Four Hundred and Sixty-One Thousand One hundred and Fifty-~~Six~~ 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: Interim City Manager

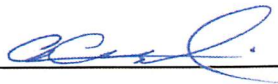
Dated this 9th day of December, 2021.

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by

A.D.A. Engineering, Inc. _____

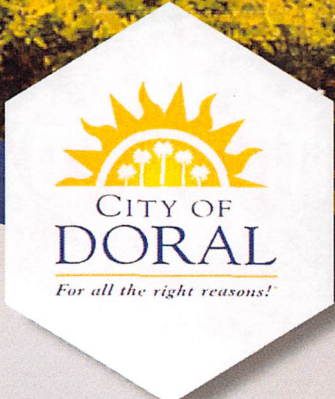
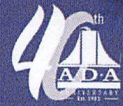
this the 14th day of December, 2021

By: Albert Argudin, CGC  _____

Title: Vice-President _____

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

END OF SECTION



ITB NO. 2021-18

STORMWATER IMPROVEMENTS NW 89th Place & NW 24th Terrace

-  GENERAL CONTRACTOR
-  ROAD CONSTRUCTION
-  EXCAVATION | RESTORATION
-  MAINTENANCE OF TRAFFIC
-  STORMWATER | DRAINAGE
-  COMPREHESIVE SAFETY PLAN

November 17, 2021

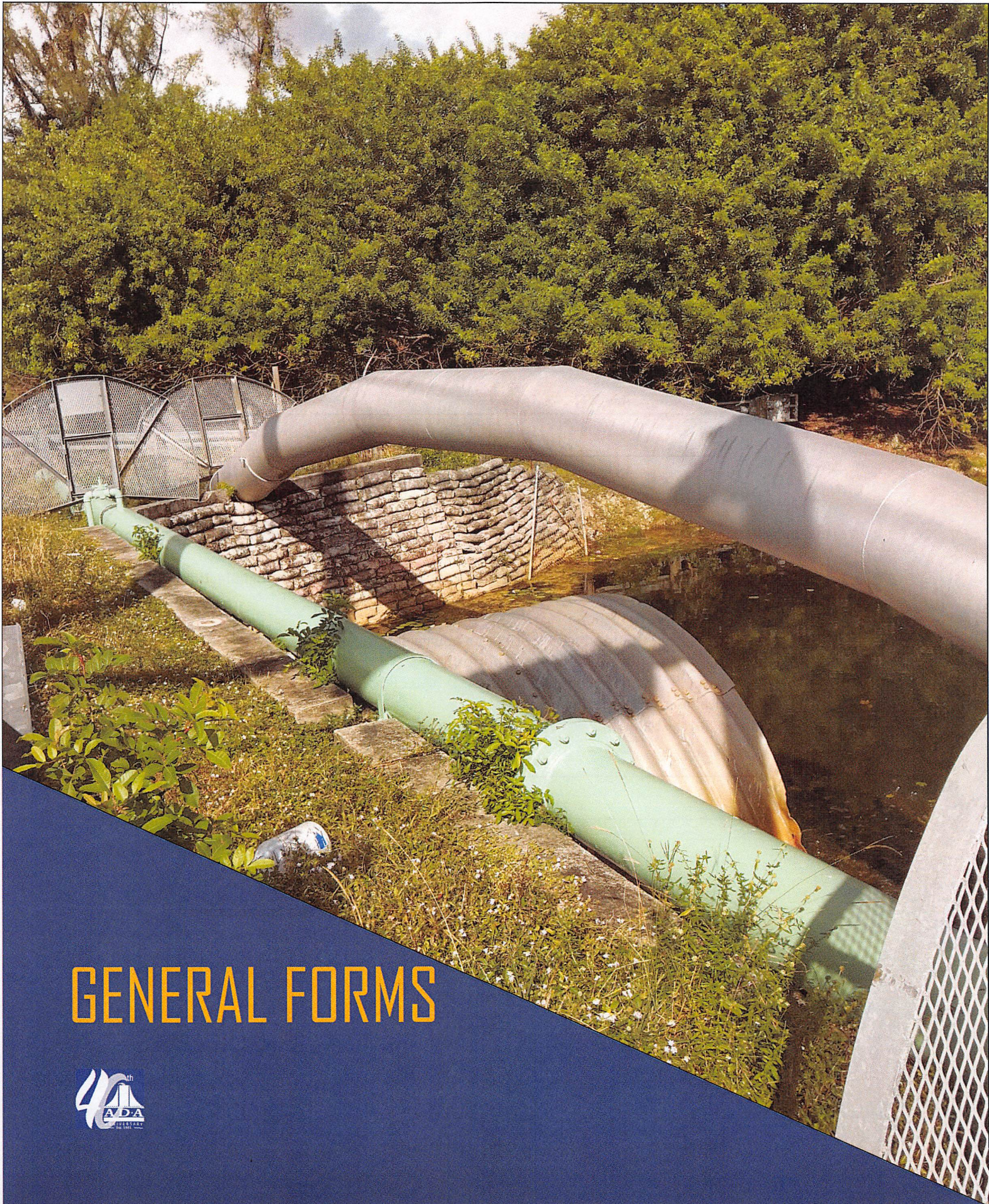


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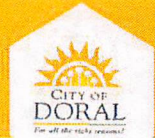


GENERAL FORMS





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
 NW 88th Place & NW 24th Terrace



STATEMENT OF NO RESPONSE
ITB No. 2021-18

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

COMPLANY NAME: N/A

ADDRESS: _____

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).

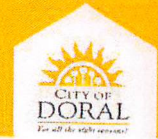
REMARKS: _____

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





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



SOLICITATION RESPONSE FORM

BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET

Name: "ITB No. 2021-18 – Stormwater Improvements: NW 89th Place & NW 24th Terrace

Due Date: November 17th, 2021, at 10:00 am

Delivery Location: CITY OF DORAL
CITY CLERK'S OFFICE
8401 NW 53RD TERRACE
DORAL, FL 33166

Submitted By:
(Name of company and address)

A.D.A. Engineering, Inc.

8550 NW 33rd Street, Suite 202

Doral, FL 33122

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____





BIDDER INFORMATION WORKSHEET
ITB No. 2021-18

COMPANY/AGENCY/FIRM NAME: A.D.A. Engineering, Inc.

ADDRESS: 8550 NW 33rd Street, Suite 202, Doral, FL 33122

BUSINESS EMAIL ADDRESS: mkg@adaeng.net **PHONE No.:** (305) 551-4608

CONTACT PERSON: Albert Argudin, CGC

TITLE: Vice-President | Sr. Construction Manager

EMAIL ADDRESS: aargudinjr@adaeng.net **PHONE No.:** (305) 551-4608

BUSINESS HOURS: 8 am to 5 pm

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER Parent

DATE BUSINESS WAS ORGANIZED/INCORPORATED: 02/17/1981

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT
(if different from address provided above):

Same as above

INDIVIDUAL(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

Alberto D. Argudin, PE, CGC, LEED AP	President	(305) 551-4608
(First, Last Name)	(Title)	(Phone Number)
Ivette O. Argudin	Executive Vice-President	(305) 551-4608
(First, Last Name)	(Title)	(Phone Number)
Albert Argudin, CGC	Vice-President	(305) 551-4608
(First, Last Name)	(Title)	(Phone Number)

CONTACT'S SIGNATURE:  **DATE:** 11/15/2021





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



Alberto D. Argudin
Signature of Affiant

11/15/2021
Date

Alberto D. Argudin, PE, CGC, LEED AP
Printed Name of Affiant

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this 15th day of NOVEMBER 12, 2021 (year), by Alberto D. Argudin, PE, CGC, LEED, AP. who is personally known to me or who has produced a Florida driver's license as identification.

Personally known X

OR

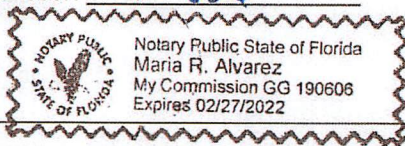
Produced Identification N/A

Type of Identification N/A

Notary Public-State of Florida

My commission number: 190606

My commission expires: 02/27/2022

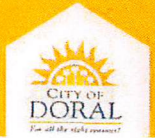


Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: *[Signature]*





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

ITB No. 2021-18

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: Alberto D. Argudin, PE, CGC, LEED AP
(print individual's name and title)

for: A.D.A. Engineering, Inc.
(print name of entity submitting sworn statement)

whose business address is: 8550 NW 33rd Street, Suite 202, Doral, FL 33122

and (if applicable) its Federal Employer Number (FEIN) is: 59-2064498
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A - - .)

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 CONTRACTOR under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and 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 1210112213 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, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

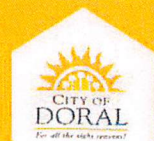
SIGNATURE

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this 15 day of November, 2021 (year), by Alberto D. Argudin, PE
CGC, LEED, AP.





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



who is personally known to me or who has produced a Florida driver's license as identification.

Personally known XY

OR

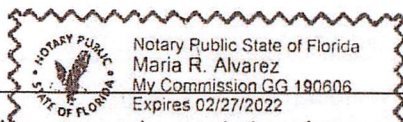
Produced Identification N/A

Type of Identification N/A

Notary Public-State of Florida

My commission number: 66190606

My commission expires: 02/27/2022



Printed, typed or stamped commissioned name of Notary Public

[Notary Seal]

Signature: [Handwritten Signature]





CERTIFICATE OF AUTHORITY
(IF CORPORATION)

STATE OF Florida)
) SS: COUNTY
OF Miami-Dade)

I HEREBY CERTIFY that a meeting of the Board of DIRECTORS of the
A.D.A. Engineering, Inc.

a Corporation existing under the laws of the State of Florida
held on November 01, 20²¹, 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, November 17, 20²¹, 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 15, day of November, 20²¹.

Secretary:

Mette O. Arguedo





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
 NW 89th Place & NW 24th Terrace



If BIDDER is:

AN INDIVIDUAL

By: N/A (SEAL)
 (Individual's Name)

Doing business as: _____

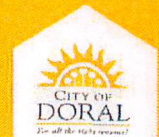
Business address: _____

Phone No.: _____ Facsimile No.: _____





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 88th Place & NW 24th Terrace



CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

STATE OF)
) SS: COUNTY
OF)

I HEREBY CERTIFY that a meeting of the Partners of the
N/A

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)





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

STATE OF _____)
) SS: COUNTY
OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the
N/A

_____ 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.

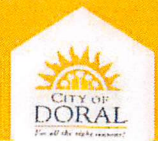
IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

(SEAL)

END OF SECTION





AWARD PREFERENCE FOR IDENTICAL TIE BIDS

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

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

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

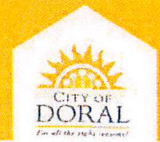
BIDDERS SIGNATURE: _____

END OF SECTION





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
 NW 89th Place & NW 24th Terrace



BIDDER QUALIFICATION STATEMENT

The Bidder’s response to this questionnaire will be utilized as part of the City’s overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation. The following minimum experience is required for this project:

- Successful completion, verifiable with references, of at least three roadways widening or roadway reconstruction projects which included stormwater drainage improvements of at least half a million dollars (\$500,000) 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.

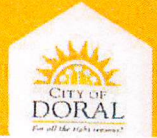
List projects experience consistent with the requirements stated.

1. Project Name:	Chapman Field Park, Kayak & Canoe Launch Facilities, and Dog Park
Location:	13601 Deering Bay Drive, Coral Gables, FL 33158
Project Description:	Our Firm was selected as the General Contractor to provide critical enhancements at Chapman Field Park, one of Miami-Dade County's kayak and canoe launch facilities and dog park. Improvements include construction of 23 surface parking spaces including 2 handicap accessible at the canoe launch and 10 new spaces including 2 handicap accessible at the dog park; new domestic water service and water fountain combination with pet fountain bowl; construction of 4,100 lf of new roadway including striping and signage; drainage collection system consisting of over 960 LF of 18" French drain throughout the entire length of roadway; miscellaneous fence installation and concrete sidewalk extension. ADA is also responsible for implementing the Maintenance of Traffic and Stormwater Pollution Prevention Plan.
Budget/Cost	\$1,026,000.00
Dates of Contract	01/27/2021 to 11/29/2021 (Estimated)
Owner Name	Miami-Dade County Parks, Recreation, and Open Spaces
Contact Person & Phone #	Roberto Rodriguez, Project Manager Phone (305) 961-2791
Contact email:	Roberto.Rodriguez3@miamidadegov
2. Project Name:	Ocean Park Drainage Improvements Project
Location:	151 North Beach Road, Dania Beach, FL 33004
Project Description:	See subsequent page





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
 NW 89th Place & NW 24th Terrace



Our Firm was selected as the General Contractor to provide flood and sea level rise mitigation. ADA was responsible for installing a 24" inline valve in each of the two existing outfalls, constructing a drainage collection system consisting of approximately 850 lf of 24" solid pipe and 5 drainage structures, roadway reconstruction, restoration of existing concrete walkway, Type-D curb and landscaping. ADA is also responsible for implementing the Maintenance of Traffic and Stormwater Pollution Prevention Plan.

Budget/Cost \$253,748.44

Dates of Contract 07/2021 to 11/2021

Owner Name City of Dania Beach

Contact Person & Phone # Dincer Ozaydin, Public Services Deputy Director | (954)924-6800

Contact email: dozaydin@daniabeachfl.gov

3. Project Name:

West Winds of Boca Drainage Improvements

Location:

Boca Raton, FL

Project Description:

Our Firm was selected as the General Contractor to provide drainage improvements to the existing system. ADA was responsible for installing over 400 lf of 24" HP Storm Pipe, installing 3 drainage structures and coring 2, replacing two existing weirs, roadway reconstruction, restoration of Type-D curb and landscaping. ADA is also responsible for implementing the Maintenance of Traffic and Stormwater Pollution Prevention Plan.

Budget/Cost \$106,000.00

Dates of Contract 2/2021 - 3/2021

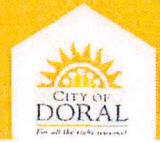
Owner Name Pro Service Group General Construction

Contact Person & Phone # Frank Villa | 786-295-3244

Contact email: frank.villa@proservicegroupgc.com

END OF SECTION





**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 or project)	\$4,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

B. Endorsements Required

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

Waiver of Subrogation in favor of City

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	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

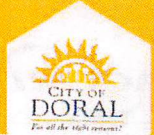
A. Limits of Liability

\$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





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



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

V. **Umbrella/Excess Liability (Excess Follow Form)** 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.

Subcontractors' Compliance: It is the responsibility of the CONTRACTOR to ensure that all Subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the CONTRACTOR to provide such notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references.

Insurance Companies must be authorized to do business in the State of Florida, and 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 AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the CONTRACTOR/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR/Vendor's interests or liabilities but are merely minimums.





ADAENGI-01

NROBINSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/6/2021

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

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

PRODUCER Alliant Insurance Services, Inc. 1125 Sanctuary Pkwy Ste 300 Alpharetta, GA 30009	CONTACT NAME: Natasha Robinson PHONE (A/C, No, Ext): (470) 237-3072 FAX (A/C, No): E-MAIL Address: Natasha.Robinson@alliant.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Admiral Insurance Company	NAIC # 24856
INSURER B: Travelers Property Casualty Company of America	NAIC # 25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

ADA Engineering, Inc.
 8550 Northwest 33rd Street Suite 202
 Doral, FL 33122

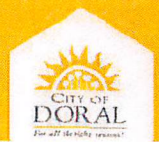
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	COMMERCIAL GENERAL LIABILITY			CA000041051-01	3/2/2021	3/2/2022	EACH OCCURRENCE	\$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000			
	<input checked="" type="checkbox"/> Contractors GL						MED EXP (Any one person)	\$ 5,000			
							PERSONAL & ADV INJURY	\$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROTECT	<input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:										\$
	AUTOMOBILE LIABILITY									COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS								BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY								BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$				
UMBRELLA LIAB							\$				
EXCESS LIAB						EACH OCCURRENCE	\$				
DED						AGGREGATE	\$				
RETENTION \$							\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER				
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			<input type="checkbox"/> Y/N	N/A		E.L. EACH ACCIDENT	\$				
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$				
B	Leased/Rented Equip			QT-660-5N317276-TIL-21.	4/30/2021	4/30/2022	Any One Item	175,000			
B	Leased/Rented Equip			QT-660-5N317276-TIL-21.	4/30/2021	4/30/2022	Basic Deductible	1,000			

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

CERTIFICATE HOLDER <div style="border: 1px solid black; padding: 10px; text-align: center;">FOR ITB PURPOSES</div>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
----------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



**NO CONTINGENCY AFFIDAVIT
ITB No. 2021-18**

State of Florida)

) SS

County of Miami-Dade)

BEFORE ME, the undersigned authority, personally appeared Alberto D. Argudin, PE, CGC, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are President Owner, Partner, Officer, Representative or Agent) of the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: *Alberto D. Argudin*

Print Name: Alberto D. Argudin, PE, CGC, LEED AP

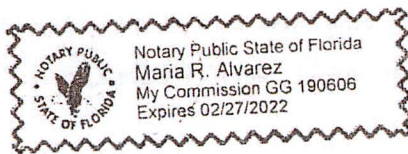
The foregoing instrument was sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 15 day of November 2021 (year), by Alberto D. Argudin, PE, CGC

Maria R. Alvarez
Notary Public

State of Florida at Large

My Commission Expires: 02/27/2022

My Commission Number: 66190606





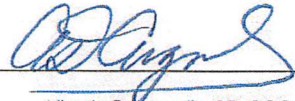
NON-COLLUSION AFFIDAVIT
ITB No. 2021-18

State of Florida)
County of Miami-Dade) SS

BEFORE ME, the undersigned authority, personally appeared Alberto D. Argudin, PE, CGC, LEED AP, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the President
(Owner, Partner, Officer, Representative or Agent) of , 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 fix any overhead, profit, or cost elements of the Bid Price or the Bid Price 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; and
- (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.

FURTHER AFFIANT SAYETH NOT

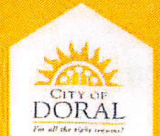
By: 
Print Name: Alberto D. Argudin, PE, CGC, LEED AP

The foregoing instrument was sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 15 day of NOVEMBER, 2021 (year), by Alberto D. Argudin, PE CGC 190604





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace

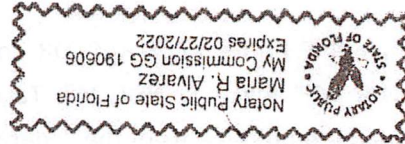


[Handwritten Signature]

Notary Public

State of Florida at Large

My Commission Expires: 02/27/2022
My Commission Number: 190606





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We A.D.A. Engineering, Inc., hereby acknowledge and
Prime CONTRACTOR

agree that we, as the Prime CONTRACTOR for City of Doral, **ITB No. 2021-18 - Stormwater Improvements: NW 89th Place & NW 24th Terrace**, as specified, have the sole responsibility for compliance with all the 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:

Gencon

(Subcontractor's Names)

OSHA STANDARDS

to comply with such act or regulation.

A.D.A. ENGINEERING, INC.

CONTRACTOR

BY:

ATTEST

END OF SECTION





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

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Prime CONTRACTOR

agree that we, as the Prime CONTRACTOR for City of Doral, **ITB No. 2021-18 - Stormwater Improvements: NW 89th Place & NW 24th Terrace**, as specified, have the sole responsibility for compliance with all the 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:

Y GLEZ STRIPING


(Subcontractor's Names)

OSHA STANDARDS

to comply with such act or regulation.

A.D.A. ENGINEERING, INC.

CONTRACTOR



BY:

ATTEST

END OF SECTION





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We A.D.A. Engineering, Inc., hereby acknowledge and
Prime CONTRACTOR

agree that we, as the Prime CONTRACTOR for City of Doral, **ITB No. 2021-18 - Stormwater Improvements: NW 89th Place & NW 24th Terrace**, as specified, have the sole responsibility for compliance with all the 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:

JENY SOD

(Subcontractor's Names)

OSHA STANDARDS

to comply with such act or regulation.

A.D.A. ENGINEERING, INC.

CONTRACTOR



BY:

ATTEST

END OF SECTION





**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
ITB No. 2021-18**

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 Alberto D. Argudin, PE, CGC, LEED AP for
A.D.A. Engineering, Inc. whose business
address is 8550 NW 33rd Street, Suite 202, Doral FL 33122 and (if applicable) its
Federal Employer Identification number (FEIN) is 59-2064498 (IF the entity had no FEIN, include the
Social Security Number of the individual signing this sworn statement: N/A).

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 States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Para. 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 the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a 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 the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 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.)
XX 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.






ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



_____ 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: 
(Printed Name) Alberto D. Argudin, PE, CGC, LEED AP
(Title) President

The foregoing instrument was sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 15 day of November, 2021 (year), by

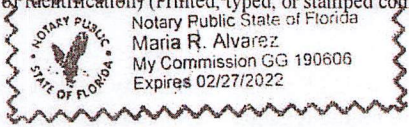
Alberto D. Argudin, PE, CGC, LEED, AP
Personally known _____

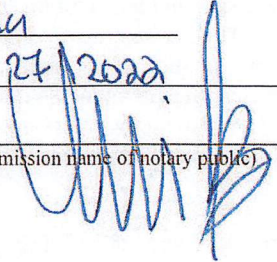
Or Produced Identification N/A

Notary Public - State of Florida

My Commission Expires 02/27/2022

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









COPELAND ACT ANTI-KICKBACK AFFIDAVIT

ITB No. 2021-18

STATE OF Florida }

} SS:

COUNTY OF Miami-Dade }

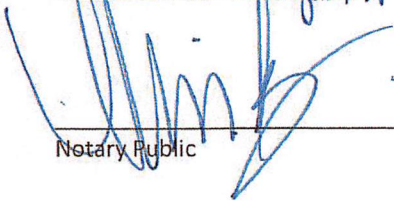
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and A.D.A. Engineering, Inc. or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Alberto D. Argudin, PE, CGC, LEED, AP

Title: President

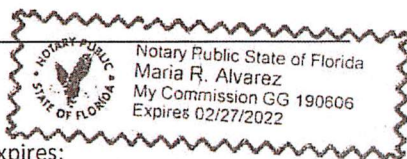
The foregoing instrument was sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 15 day of November, 2021 (year), by

Alberto D. Argudin, PE, CGC, LEED, AP.



Notary Public

(Printed Name)

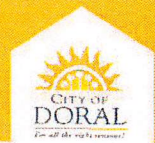


My commission expires: _____





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

ITB No. 2021-18


I, Alberto D. Argudin, PE, CGC, LEED AP, President
(Individual's Name) (Title)
of the A.D.A. Engineering, Inc., do hereby certify that
(Name of Company)

Compliance with Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth above of this document.

Attachment of this executed form, as such, is required to complete a valid bid.


Individual's Signature

11/15/2021
Date





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace




CONE OF SILENCE CERTIFICATION
ITB No. 2021-18

I, Alberto D. Argudin, PE, CGC, LEED AP President
(Individual's Name) (Title)

of the A.D.A. Engineering, Inc., do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 8.6 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.


Individual's Signature

11/15/2021
Date





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
 NW 89th Place & NW 24th Terrace



RESPONDENT'S CERTIFICATION
ITB No. 2021-18

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

I hereby propose to furnish the goods or services specified in the ITB. 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 Respondent is interested in said Respondent; and that the undersigned executed this Respondent'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 proposal 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 CONTRACTOR, supplier, Subcontractor, 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.

A.D.A. Engineering, Inc.
 Name of Business

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15th day of November, 2021 (year), by Alberto D. Angudin, PE, IBC who is personally known to me or who has produced a Florida driver's license as identification.

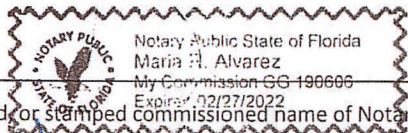
Personally known XX

OR

Produced Identification N/A Type of Identification N/A

Notary Public-State of Florida

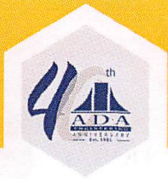
My commission number: 022212022 My commission expires: 6/6/2024



Printed, typed or stamped commissioned name of Notary Public

[Notary Seal]
 Signature: [Handwritten Signature]





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
 NW 89th Place & NW 24th Terrace



ITB SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP
ITB No. 2021-18

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

N/A _____

Witness:
(Seal)

Bidder:

Witness Signature

Firm Name

Witness Name

Print Name

Title (Sole Proprietor or Partner)

Post Office Address:

County in which fictitious name is registered.

Telephone Num.

N/A





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
 NW 89th Place & NW 24th Terrace



ITB SIGNATURE PAGE FOR CORPORATION
ITB No. 2021-18

The officers of the corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	<u>Alberto D. Argudin, PE, CGC, LEED AP, 8550 NW 33rd St. Suite 202, Doral FL 33122</u>	
Vice-President	<u>Ivette O. Argudin, 8550 SW 33rd Street, Suite 202, Doral, FL 33122</u>	
Secretary	_____	
Treasurer	_____	
Registered Agent	_____	

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

N/A		

Post Office Address

Bidder

A.D.A. Engineering, Inc.

Corporate Name

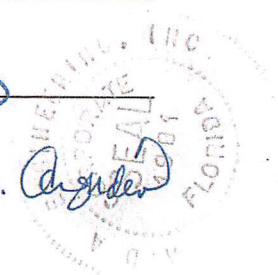
Alberto D. Argudin
 President's Signature

Attest: *Ivette O. Argudin*
 Secretary

Is this corporation in the State of Florida?
 Yes No

If no, give address of principle place of business:

N/A





CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

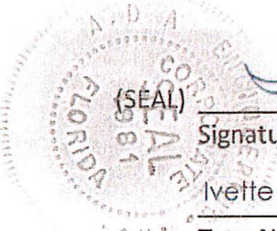
I, Alberto D. Argudin, PE, CGC, LEED AP President
of A.D.A. Engineering, Inc., who signed the Bid with the City of Doral, Miami-Dade County, Florida, for the project titled ITB NO. 2021-18 STORMWATER IMPROVEMENTS, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

(Signature) Alberto D. Argudin, PE, CGC, LEED AP President
(Typed Name) (Title)

(Signature) Ivette O. Argudin Executive Vice-President
(Typed Name) (Title)

(Signature) Albert Argudin, CGC Vice-President
(Typed Name) (Title)

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

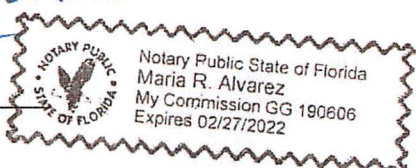


(SEAL) (Signature)
Signature
Ivette O. Argudin, Executive Vice-President
Type Name and Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 15 day of November, 2021

My Commission Expires: 02/27/2022
(Signature)
Notary Public





LIST OF PROPOSED SUBCONTRACTORS

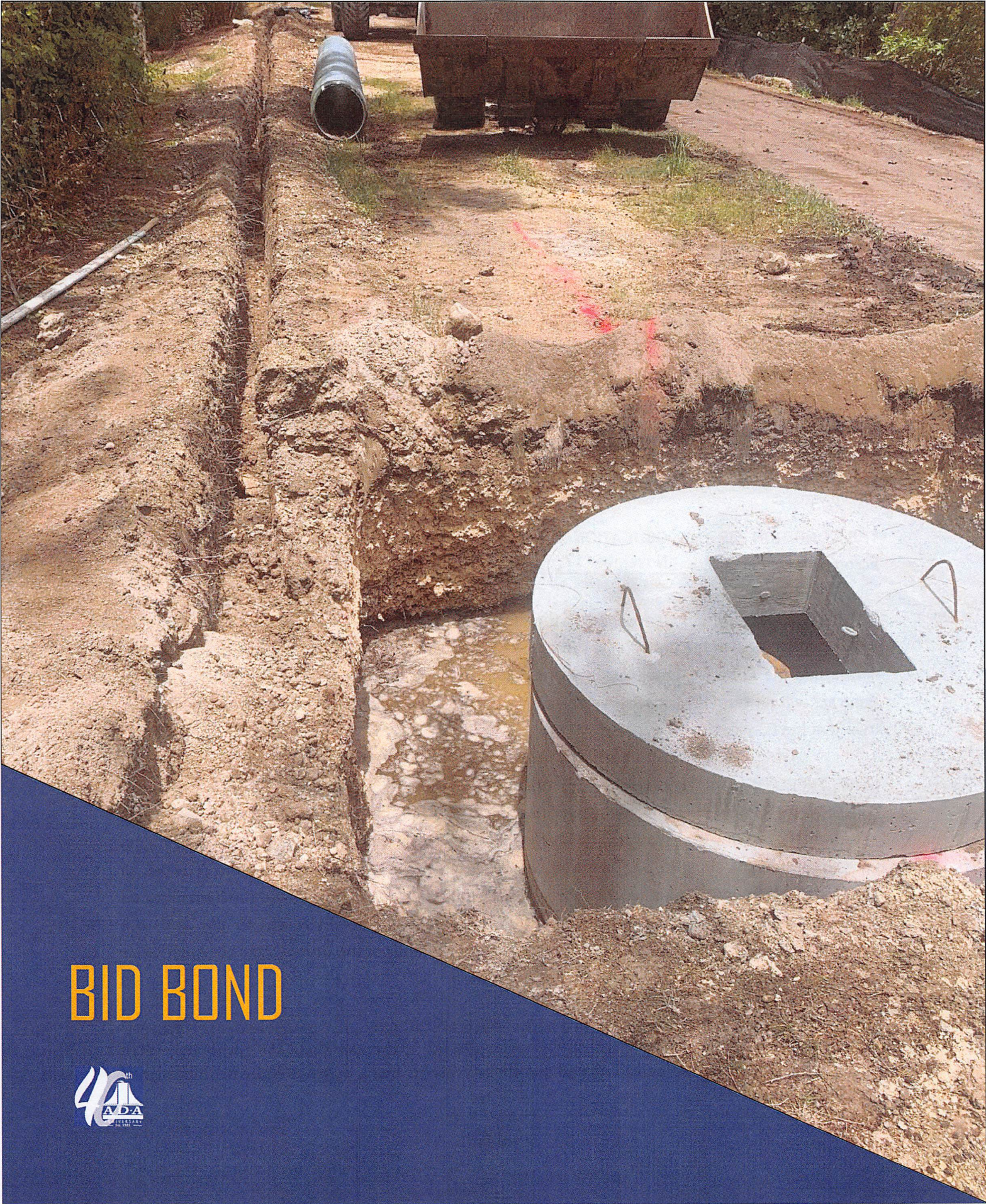
BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

SCOPE	SUBCONTRACTOR NAME, ADDRESS AND LICENSE #
ASPHALT & CONCRETE	GENCO
STRIPING	Y GLEZ STRIPING
SOD	JENY SOD

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





BID BOND



BID BOND

STATE OF Florida)

) SS:

COUNTY OF Miami-Dade)

KNOW ALL MEN BY THESE PRESENTS, that we, A.D.A. Engineering, Inc., as Principal, and The Ohio Casualty 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 Five Percent of Amount Bid Dollars (\$ 5% of Amount 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, November 17, 2021 for: ITB No. 2021-18 – Stormwater Improvements: NW 89th Place & NW 24th Terrace

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.

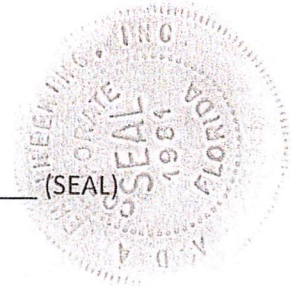
IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 17th day of November, 2021, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:



(Individual or Partnership Principal)

A.D.A. Engineering, Inc.



(Business Name)

8550 NW 33 ST, Suite 202

(Business Address)

Miami, FL 33122

(City/State/Zip)

(305) 551-4608

(Business Phone)

ATTEST:

The Ohio Casualty Insurance Company

As Per Attached Power
of Attorney _____ (Corporate Surety) *



By:

Charles D. Nielson
Attorney In Fact




*Impress Corporate Seal

IMPORTANT

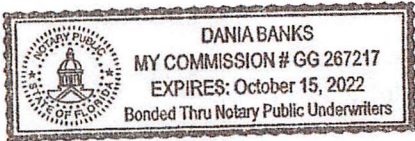
Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

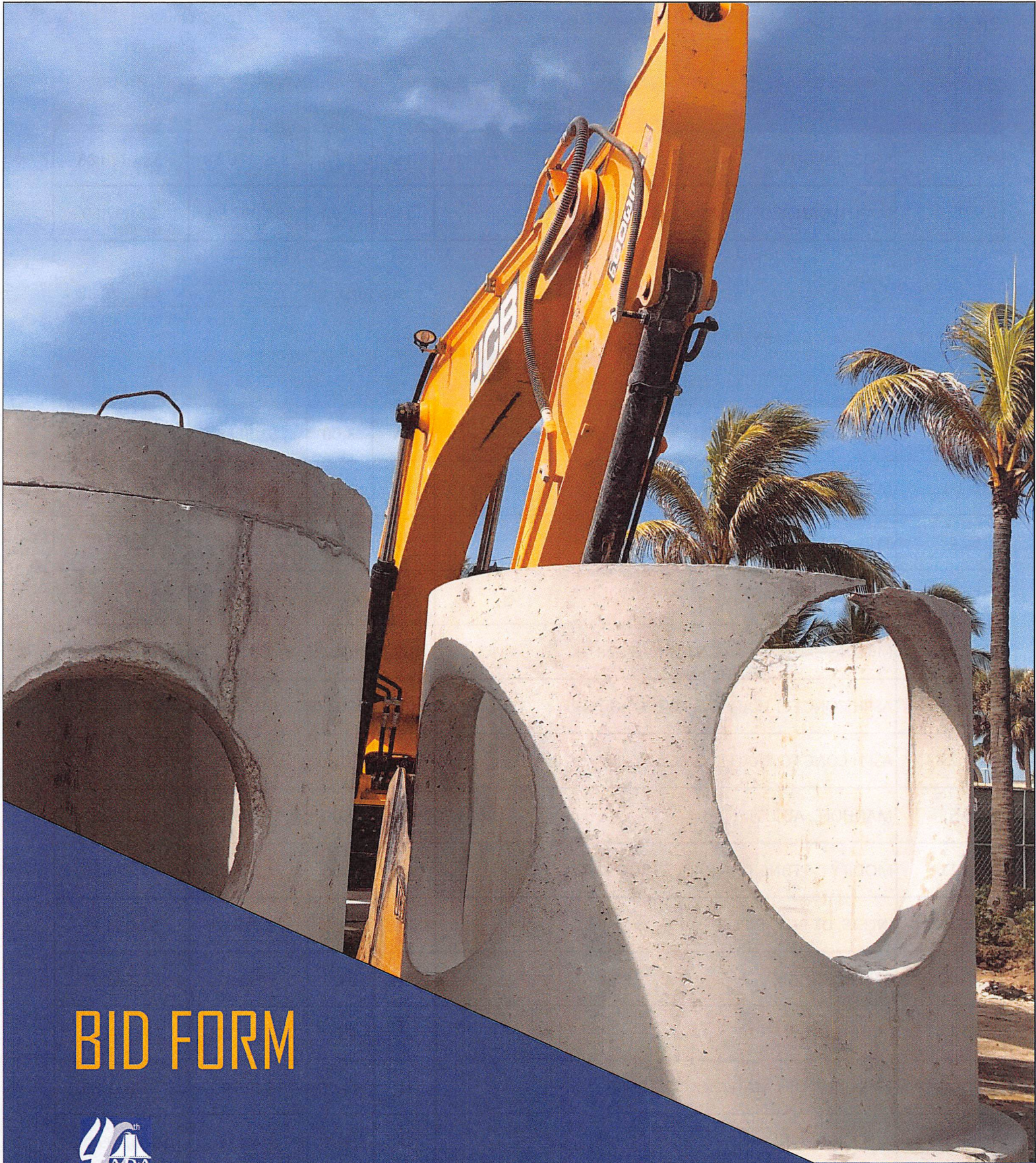
Signed, sealed and delivered in the presence of: Dania Banks

By:  _____

Dania Banks
(Printed Name)

Notary Public of Florida
(Title)





BID FORM



Price of:
BASE BID

Item	Description	Unit	Qty.	Unit Price	Cost
101-1	MOBILIZATION	LS	1.00	\$39,180.88	\$39,180.88
102-1	MAINTENANCE OF TRAFFIC	LS	1.00	\$3,097.50	\$3,097.50

Sub Total: \$42,278.38

Phase 1: NW 24 Terrace (NW 89 PI-NW 21 St)

Item	Description	Unit	Qty.	Unit Price	Cost
104-18	INLET PROTECTION SYSTEM	EA	3.00	\$100.88	\$302.64
110-1-1	CLEARING AND GRUBBING	LS	1.00	\$4,253.90	\$4,253.90
0160 4	TYPE B STABILIZATION	SY	550.00	\$3.68	\$2,024.00
285706	OPTIONAL BASE GROUP 6	SY	550.00	\$17.74	\$9,757.00
0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	1650.00	\$3.34	\$5,511.00
0337 7 82	ASPH CONC FC, TRAFFIC C, FC-9.5, PG 76-22	TN	120.00	\$192.03	\$23,043.60
0337 7 83	ASPH CONC FC, TRAFFIC C, FC-12.5, PG 76-22	TN	70.00	\$192.03	\$13,442.10
0425 5	MANHOLE, ADJUST	EA	2.00	\$693.46	\$1,386.92
0425 11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	2.00	\$1,336.94	\$2,673.88
0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	1.00	\$2,918.67	\$2,918.67
0425 82	REPLACE GRATE	EA	2.00	\$790.01	\$1,580.02
0425 2 41	MANHOLES, J-7, <10'	EA	7.00	\$4,767.53	\$33,372.71
430174118	PIPE CULV, OPT MATL, ROUND 18" SD	LF	40.00	\$49.79	\$1,991.60
0443 70 4	FRENCH DRAIN, 24"	LF	550.00	\$188.18	\$103,499.00

Item	Description	Unit	Qty.	Unit Price	Cost
0570 1 2	PERFORMANCE TURF, SOD	SY	160.00	\$7.49	\$1,198.40
0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	60.00	\$6.68	\$400.80
0711 15101	THERMOPLASTIC, STD-OP, WHITE, SOLID, 6"	GM	0.10	\$5,729.40	\$572.94
0711 15102	THERMOPLASTIC, STD-OP, WHITE, SOLID, 8"	GM	0.05	\$3,519.80	\$175.99
0711 15201	THERMOPLASTIC, STD-OP, YELLOW, SOLID, 6"	GM	0.10	\$5,781.66	\$578.17
0711 15231	THERMOPLASTIC, STD-OP, YELLOW, SKIP, 6"	GM	0.15	\$5,781.66	\$867.25

Sub Total: _____ \$209,550.59

Phase 2: NW 89 Place (NW 25 Street-NW 21 Street)

Item	Description	Unit	Qty.	Unit Price	Cost
104-10-3	SEDIMENT BARRIER	LF	900.00	\$3.04	\$2,736.00
104-18	INLET PROTECTION SYSTEM	EA	6.00	\$100.88	\$605.28
110-1-1	CLEARING AND GRUBBING	LS	1.00	\$5,469.30	\$5,469.30
160-4	TYPE B STABILIZATION	SY	350.00	\$3.68	\$1,288.00
285-706	OPTIONAL BASE, BASE GROUP 06, 8" LIMEROCK	SY	350.00	\$17.74	\$6,209.00
327-70-1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	2541.00	\$3.34	\$8,486.94
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG 76-22	TN	20.00	\$192.03	\$3,840.60
337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	143.00	\$192.03	\$27,460.29

Item	Description	Unit	Qty.	Unit Price	Cost
425-1351	INLETS, CURB, TYPE P-5, <10'	EA	3.00	\$2,235.08	\$6,705.24
425-1361	INLETS, CURB, TYPE P-6, <10'	EA	3.00	\$2,235.08	\$6,705.24
425-1701	INLETS, GUTTER, TYPE S, <10'	EA	1.00	\$2,570.34	\$2,570.34
425-2-41	MANHOLES, P-7, <10	EA	5.00	\$4,793.62	\$23,968.10
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	145.00	\$49.79	\$7,219.55
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	39.00	\$202.40	\$7,893.60
443-70-4	FRENCH DRAIN, 24"	LF	462.00	\$188.18	\$86,939.16
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	131.00	\$24.31	\$3,184.61
570-1-2	PERFORMANCE TURF, SOD (MATCH EXISTING SOD TYPE)	SY	100.00	\$7.49	\$749.00
706-1-1	RAISED PAVEMENT MARKER, TYPE B	EA	56.00	\$42.54	\$2,382.24
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.14	\$2,594.30	\$363.20
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	28.00	\$2.45	\$68.60

Item	Description	Unit	Qty.	Unit Price	Cost
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	6.00	\$42.95	\$257.70
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.18	\$2,594.30	\$466.97
710-11-231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.14	\$2,594.30	\$363.20
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	28.00	\$4.30	\$120.40
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROWS	EA	6.00	\$98.18	\$589.08
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.14	\$5,837.79	\$817.29
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.18	\$5,837.79	\$1,050.80
711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.14	\$5,837.79	\$817.29
Sub Total:					\$209,327.03
TOTAL BASE BID:					\$461,156.00

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.

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

PROJECT COST:

Four Hundred Sixty One Thousand One Hundred Fifty Six _____ 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 : A.D.A. Engineering, Inc.

Address: 8550 NW 33 ST, Suite 202, Doral, FL 33122

Telephone: 305-551-4608

Facsimile Number: 305-551-8977

Attention: Albert Argudin, CGC

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 17th DAY OF November, 2021



LICENSES

&

CERTIFICATES



ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



ALBERTO D. ARGUDIN,
PE, CGC, LEED AP
CGC023790

Ron DeSantis, Governor Julie I. Brown, Secretary

Florida
dbpr

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


ARGUDIN, ALBERTO DE
A D A ENGINEERING INC
8550 NW 33RD ST
STE 101
MIAMI FL 33122

LICENSE NUMBER: CGC023790
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

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ALBERTO D. ARGUDIN,
PE, CGC, LEED AP
PE23547

Ron DeSantis, Governor 


STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ARGUDIN, ALBERTO DEJESUS
13841 SW 36 ST
MIAMI FL 331757204

LICENSE NUMBER: PE23547
EXPIRATION DATE: FEBRUARY 28, 2023
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ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



WADDIE RUIZ, PE, CGC
CGC1511731

Ron DeSantis, Governor Halsey Beshears, Secretary

Florida
dbpr

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

RUIZ, WADDIE
INDIVIDUAL
3490 NW 212 ST
MIAMI GARDENS FL 33056

LICENSE NUMBER: CGC1511731
EXPIRATION DATE: AUGUST 31, 2022
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WADDIE RUIZ, PE, CGC
PE62714

Ron DeSantis, Governor **FBPE**
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS


STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RUIZ-RIVERA, WADDIE D.
3090 NW 212 ST
MIAMI GARDENS FL 33056

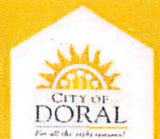
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ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



ALBERT ARGUDIN, CGC
CGC1510041

Ron DeSantis, Governor

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

LICENSE NUMBER: CGC1510041

EXPIRATION DATE: AUGUST 31, 2022

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

ARGUDIN, ALBERT DANIEL JR
ADA DEVELOPMENT INC
8550 NW 33 ST
SUITE 202
DORAL FL 33122



ISSUED: 02/05/2021

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A.D.A. ENGINEERING, INC.
LIC. 3212

DBPR ONLINE SERVICES

License Details

License Information

Name:	A.D.A. ENGINEERING, INC. (Primary Name)
Main Address:	8550 NW 33 STREET, SUITE 202 MIAMI Florida 33122
County:	DADE
License Mailing:	
Licentification:	

License Information

License Type:	Registry
Rank:	Registry
License Number:	3212
Status:	Current
Expiration Date:	04/22/1908
Expires:	

Special Qualifications

Qualifications Effective:	
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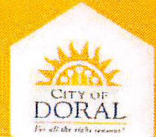
8550 NW 33 Street, Suite 202, Doral, Florida 33122



(305) 551-4608



mkg@adaeng.net



CORPORATION
F23071

State of Florida Department of State

I certify from the records of this office that A.D.A. ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on February 17, 1981.

The document number of this corporation is F23071.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 23, 2021, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of February,
2021*



Randy Be
Secretary of State

Tracking Number: 9187593475CC

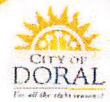
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

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





ITB NO. 2021-18 STORMWATER IMPROVEMENTS
NW 89th Place & NW 24th Terrace



STATE OF FLORIDA
W/MBE

State of Florida

Woman & Minority Business Certification

A.D.A. Engineering, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/03/2021 to 09/03/2023

J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 350
Tallahassee, FL 32399
850-487-0815
www.dms.myflorida.com/esd



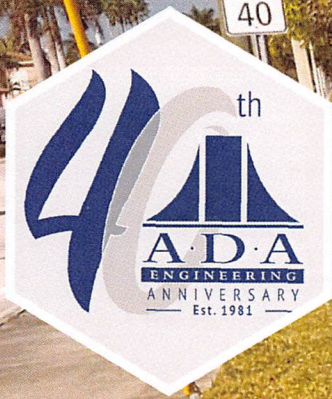
8550 NW 33 Street, Suite 202, Doral, Florida 33122



(888) 551-4888



mkg@adaeng.net



SPEED
LIMIT
40



CORPORATE OFFICE

8550 NW 33 Street,
Suite 202
Doral,
Florida 33122



WEST PALM BEACH

1800 Old Okeechobee
Road, Suite 202
West Palm Beach
Florida 33409



[HTTPS://ADAENG.NET/](https://adaeng.net/)



MKG@ADAENG.NET



305.551.4608

RESOLUTION No. 21-280

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2021-18 "STORMWATER IMPROVEMENTS AT NW 89 PLACE AND NW 24 TERRACE" TO ADA ENGINEERING, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING AN AGREEMENT WITH ADA ENGINEERING IN AN AMOUNT NOT TO EXCEED \$507,271.60; 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 HIGHEST RANKED BIDDER; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 12, 2014, the 2013 Stormwater Master Plan (SMP) and the proposed 5-Year Capital Improvement Plan (CIP) was adopted by the City Council via Resolution No. 14-52, approved 5-0; and

WHEREAS, the project from the 2013 SMP CIP was completed during Fiscal Year (FY) 2020-21; and

WHEREAS, during the preparation of the 2021 SMP Update, the Public Works Department (PWD) identified a miscellaneous area that was not previously identified in the CIP but have been observed by PWD staff to require additional drainage to minimize flooding during significant rain events; and

WHEREAS, this stormwater improvement project will address the miscellaneous flooding that occurs along NW 89th Place between NW 25th Street and NW 21st Street, and along NW 24th Terrace between NW 89th Place and NW 25th Street; and

WHEREAS, the scope of work includes the construction of new inlets, manholes, solid pipe, exfiltration trench, milling and resurfacing, and striping; and

WHEREAS, the proposed improvements will help address and minimize flooding when significant rain events occur; and

WHEREAS, the City issued Invitation to Bid (ITB) #2021-18 “Stormwater Improvements at NW 89th Place & NW 24th Terrace” (the “ITB”), for which the City received six (6) submittals and were opened on November 17, 2021 with all firms meeting the required criteria; and

WHEREAS, upon review of bids received, staff determined that ADA Engineering 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 recommends that the Mayor and the City Councilmembers award the ITB to the Contractor, approve the Construction Agreement with the Contractor in a not to exceed amount of \$507,271.60, which includes a 10% contingency to address any unforeseen conditions, and authorize the City Manager to execute the Construction Agreement and expend budgeted funds in furtherance hereof; and

WHEREAS, Funding for this request is available from the current Fiscal Year in the Public Works Stormwater Fund – Construction in Progress Account, Account No. 401.80005.500650.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 \$507,271.60 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 Vice Mayor Cabral and upon being put to a vote, the vote was as follows:

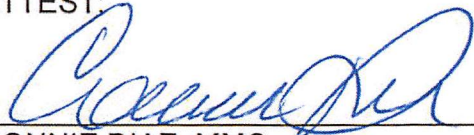
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 8 day of December, 2021.



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