



# AIA Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the TWENTY-SECOND day of FEBRUARY in the year 2021  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

and the Contractor:  
*(Name, legal status, address and other information)*

Waypoint Contracting Incorporated  
7955 NW 12<sup>th</sup> Street  
Doral, FL 33126  
for the following Project:  
*(Name, location and detailed description)*

Doral White Course Park  
8429 NW 41<sup>st</sup> Street  
Doral, FL33166

The Architect:  
*(Name, legal status, address and other information)*

Chen Moore and Associates  
2103 Coral Way  
Suite 401  
Miami, FL 33145

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, RFP 2020-25 dated October 9, 2020, Contractor Proposal dated June 16, 2020, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than TWO HUNDRED FORTY ( 240 ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be THREE MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$ 3,200,000 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
LIGHT POLES	\$0	CONTRACTOR TO PROVIDE SUBMITTALS FOR OWNER REVIEW AND APPROVAL
PLAYGROUND EQUIPMENT		
GRASS		
SIMULATED GLASS		
PAVILLIONS		
SHADE STRUCTURES		
OTHER FURNISHINGS, BUILDING MATERIALS NOT SPECIFICALLY LISTED		
ABOVE ARE ALSO ALTERNATES AVAILABLE FOR THE CONTRACTOR TO SUBMIT FOR APPROVAL		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
POST BID DESIGN CHANGES INCLUDED IN THE CONTRACT AMOUNT	\$15,000

#### § 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

Contractor acknowledges that if it fails to achieve Substantial Completion of the Work by the Date of Substantial Completion, as modified or extended pursuant to the Contract Documents. Owner will incur damages and the extent of such damages shall be incapable or very difficult of accurate measurement. Nonetheless, the parties acknowledge that as of the effective date of this Agreement, the amount of liquidated damages in the amount of One Thousand Six Hundred Fifty Five Dollars (\$1,655) per day represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. The amount of such liquidated damages does not include any penalty.

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

Any cost savings that comes in below \$3,200,000 will be shared 50% with the contractor. Value Engineering will be allowed to get to additional savings.

Additionally, the Owner and Contractor will jointly develop a list of items for the purpose of Owner Direct Purchase. While it understood the Owner will purchase materials directly for the benefit of tax savings, the Contractor is still responsible for the coordination and installation of such materials in accordance with the terms of the contract.

**ARTICLE 5 PAYMENTS**

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25 day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than THIRTY (30) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

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- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Retainage will be held in accordance with Florida Statute

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Retainage will be held in accordance with Florida Statute

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.2.3 The Owner's auditors will review and report in writing on the Contractors final accounting within 45 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractors final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2017. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Contractors final accounting.

§ 5.2.4 If the Owner's auditors report the Cost of the Work as substantiated by the Contractors final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2017. A request for mediation shall be made by the Contractor within 30 days after the Contractors receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

#### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

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### ARTICLE 6 DISPUTE RESOLUTION

#### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

It is understood that the Architect of Record is Chen Moore & Associates (CMA). CMA is responsible for providing decisions and interpretations regarding constructability, technical solutions and recommendations for the project. The Owners representative as identified in Section 8.2 is responsible for decisions regarding cost and schedule.

#### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

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**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

\$0 dollars

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:  
*(Name, address, email address, and other information)*

Eugene Collings-Bonfill, PE, P.S.M., DBIA, PMP, CFM  
Assistant Director, Chief of Engineering  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

§ 8.3 The Contractor’s representative:  
*(Name, address, email address, and other information)*

Jorge L. Lopez, PMP, CPC, LEED GA  
Vice President  
7955 NW 12<sup>th</sup> Street  
Doral, FL 33126

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101<sup>TM</sup>–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101<sup>TM</sup>–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

Not Applicable

§ 8.7 Other provisions:

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**§ 8.7.1 Accounting Records**

The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. During the course of construction and for a period of five years following final completion, the Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of five (5) years after final payment of final Phase, or for such longer period as may be required by law.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 RFP No. 2020-25 Construction of Doral White Course Park
- .5 Addendum #1 dated 11/5/2020
- .6 Addendum #2 dated 11/9/2020
- .7 Addendum #3 dated 11/10/2020
- .8 Waypoint Construction Inc proposal dated November 12, 2020

**.9 Drawings**

Number	Title	Date
<b>G-0.01</b>	<b>Index of Sheets</b>	<b>8/20/20</b>
G-0.00	Title Sheet	8/20/20
C-0.01	General Notes	8/20/20
C-1.01	Existing Conditions Plan	8/20/20
C-2.01	Demolition Plan	8/20/20
C-2.02	Demolition Plan	8/20/20
C-3.01	Site Pan	8/20/20
C-3.02	Site Plan	8/20/20
C-4.01	Paving and Grading Plan	8/20/20
C-402	Paving and Grading Plan	8/20/20
C-403	Paving Details	8/20/20
C-5.01	Utility Plan	8/20/20
C-5.02	Utility Plan	8/20/20
C-5.03	Utility Details	8/20/20
C-5.04	Utility Details	8/20/20
C-6.01	SWPP	8/20/20
C-602	SWPP	8/20/20
C-603	SWPP	8/20/20
L-1.00	Landscape Plan	8/20/20
L-1.01	Landscape Plan	8/20/20
L-1.02	Landscape Details	8/20/20
L-1.03	Landscape Calculations	8/20/20
L-1.04	Landscape Specifications	8/20/20
L-2.01	Hardscape Plan	8/20/20
L-2.02	Hardscape Plan	8/20/20
L-2.03	Hardscape Details	8/20/20
L-2.04	Hardscape Details	8/20/20
L-2.05	Hardscape Details	8/20/20

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<b>C-1.02</b>	<b>Existing Site Conditions</b>	<b>8/20/20</b>
L-2.06	Hardscape Details	8/20/20
L-2.07	Hardscape Details	8/20/20
L-2.08	Hardscape Details	8/20/20
L-3.01	Irrigation Plan	8/20/20
L-3.02	Irrigation Plan	8/20/20
L-3.03	Irrigation Details	8/20/20
L-3.04	Irrigation Details	8/20/20
L-3.05	Irrigation Specifications	8/20/20
A-0.01	General Project	8/20/20
A-0.02	Proj Req & Specs	8/20/20
A-0.03	Specifications	8/20/20
<b>A-0.04</b>	Specifications	8/20/20
A-0.05	Partition Types	8/20/20
A-0.10	Partition Types	8/20/20
A-0.20	Materials and Finish Leg	8/20/20
A-0.21	Typ Fix \$ Accessories	8/20/20
A-0.30	Door Louver Schedule	8/20/20
A-1.01	Site Plan	8/20/20
A-2.01	Life Safety plan	8/20/20
A-2.10	Overall Floor Plan	8/20/20
A-2.30	Overall roof plan	8/20/20
A-2.31	Roof Details	8/20/20
A-3.10	Reflected Ceiling Plan	8/20/20
A-6.10	Exterior Building Elev	8/20/20
A-7.50	Building Sections	8/20/20
A-7.51	Wall Sections	8/20/20
A-8.50	Interior Elev Details	8/20/20
S-0.00	Structural Notes	8/20/20
S-0.01	Structural Notes	8/20/20
S-1.00	Typical Details	8/20/20
S-1.01	Typical Details	8/20/20
S-2.00	Structural plan	8/20/20
S-2.01	Misc Site Structures	8/20/20
S-3.00	Sections and Details	8/20/20
S-4.00	Schedules	8/20/20
S-5.00	3-D Views	8/20/20
M-0.01	Mech Legend & Symbol	8/20/20
M-0.02	Mech Specification	8/20/20
M1.01	Ground Level HVAC	8/20/20
M-5.01	Mech Details	8/20/20
M-5.02	Mech Details	8/20/20
M-7.01	Mech Schedules	8/20/20
M-9.01	Mech Axon Plan	8/20/20
E-0.01	Electrical Legend	8/20/20
E-0.11	Elect Specifications	8/20/20
E-0.12	Electrical Specifications	8/20/20
E-0.13	Electrical Specifications	8/20/20
E-2.00	Electrical Site Plan	8/20/20
E-4.01	Enlarged First Floor	8/20/20
E-5.01	Electrical Details	8/20/20
E-6.01	Electrical Schedule	8/20/20
P-0.01	Plumbing Legend/ Notes	8/20/20
P-0.02	Plumbing Specifications	8/20/20
P-0.03	Plumbing Specifications	8/20/20
P-1.00	Underground Plumb Plan	8/20/20
P-1.01	Ground Level Sanitary	8/20/20
P-2.01	Ground level Domestic	8/20/20

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P-5.01	Plumbing Details	8/20/20
P-7.01	Plumbing Schedules	8/20/20
P-9.01	Plumbing Isometric	- 8/20/20

(Rows deleted)

.10 Specifications

Section	Title	Date	Pages
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.11 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.12 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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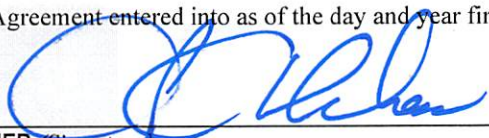
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.13 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

  
\_\_\_\_\_  
OWNER (Signature)

Albert P. Childress, MBA, MPA, ICMA-CM  
City Manager  
\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)

Jorge L. Lopez, PMP, CPC, LEED GA  
Vice President  
\_\_\_\_\_  
(Printed name and title)

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# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:45:20 ET on 02/23/2021.

## PAGE 1

**AGREEMENT** made as of the TWENTY-SECOND day of FEBRUARY in the year 2021

...

City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

...

Waypoint Contracting Incorporated  
7955 NW 12<sup>th</sup> Street  
Doral, FL 33126

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Doral White Course Park  
8429 NW 41<sup>st</sup> Street  
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Chen Moore and Associates  
2103 Coral Way  
Suite 401  
Miami, FL 33145

## PAGE 2

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, RFP 2020-25 dated October 9,2020, Contractor Proposal dated June 16, 2020, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

...

A date set forth in a notice to proceed issued by the Owner.

## PAGE 3

Not later than TWO HUNDRED FORTY ( 240 ) calendar days from the date of commencement of the

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User Notes:

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Work.

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§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be THREE MILLION TWO HUNDRED THOUSANED DOLLARS AND ZERO CENTS (\$ 3,200,000.), subject to additions and deductions as provided in the Contract Documents.

...

<u>LIGHT POLES</u> <u>PLAYGROUND EQUIPMENT</u> <u>GRASS</u> <u>SIMULATED GLASS</u> <u>PAVILLIONS</u> <u>SHADE STRUCTURES</u> <u>OTHER FURNISHINGS, BUILDING</u> <u>MATERIALS NOT SPECIFCALY LISTED</u> <u>ABOVE ARE ALSO ALTERNATES</u> <u>AVAILABLE FOR THE CONTRACTOR TO</u> <u>SUBMIT FOR APPROVAL</u>	<u>\$0</u>	<u>CONTRACTOR TO</u> <u>PROVIDE</u> <u>SUBMMITTALS FOR</u> <u>OWNER REVIEW AND</u> <u>APPROVAL</u>
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...

<u>POST BID DESIGN CHANGES</u> <u>INCLUDED IN THE CONTRACT</u> <u>AMOUNT</u>	<u>\$15,000</u>
--	-----------------

PAGE 4

Contractor acknowledges that if it fails to achieve Substantial Completion of the Work by the Date of Substantial Completion, as modified or extended pursuant to the Contract Documents. Owner will incur damages and the extent of such damages shall be incapable or very difficult of accurate measurement. Nonetheless, the parties acknowledge that as of the effective date of this Agreement, the amount of liquidated damages in the amount of One Thousand Six Hundred Fifty Five Dollars (\$1,655) per day represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. The amount of such liquidated damages does not include any penalty.

...

Any cost savings that comes in below \$3,200,000 will be shared 50% with the contractor. Value Engineering will be allowed to get to additional savings. Additionally, the Owner and Contractor will jointly develop a list of items for the purpose of Owner Direct Purchase. While it understood the Owner will purchase materials directly for the benefit of tax savings, the Contractor is still responsible for the coordination and installation of such materials in accordance with the terms of the contract.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25 day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(—)~~ THIRTY (30) days after the Architect receives the Application for Payment.

PAGE 5

Retainage will be held in accordance with Florida Statue

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JL

Retainage will be held in accordance with Florida Statute

PAGE 6

§ 5.2.3 The Owner's auditors will review and report in writing on the Contractors final accounting within 45 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractors final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2017. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Contractors final accounting.

§ 5.2.4 If the Owner's auditors report the Cost of the Work as substantiated by the Contractors final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2017. A request for mediation shall be made by the Contractor within 30 days after the Contractors receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

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It is understood that the Architect of Record is Chen Moore & Associates (CMA). CMA is responsible for providing decisions and interpretations regarding constructability, technical solutions and recommendations for the project. The Owners representative as identified in Section 8.2 is responsible for decisions regarding cost and schedule.

...

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

PAGE 7

\$0 dollars

...

Eugene Collings-Bonfill, PE, P.S.M., DBIA, PMP, CFM  
Assistant Director, Chief of Engineering  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

...

Jorge L. Lopez, PMP, CPC, LEED GA  
Vice President  
7955 NW 12<sup>th</sup> Street  
Doral, FL 33126

...

Not Applicable

PAGE 8

**§ 8.7.1 Accounting Records**

The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. During the course of construction and for a period of five years following final completion, the Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of five (5) years after final payment of final Phase, or for such longer period as may be required by law.

...

- .4 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: RFP No. 2020-25 Construction of Doral White Course Park~~
- .5 ~~Addendum #1 dated 11/5/2020~~
- .6 ~~Addendum #2 dated 11/9/2020~~
- .7 ~~Addendum #3 dated 11/10/2020~~
- .8 ~~Waypoint Construction Inc proposal dated November 12, 2020~~  
(Insert the date of the E203 2013 incorporated into this Agreement.)

...

~~.5 Drawings~~ **9 Drawings**

<u>Number</u>	<u>Title</u>	<u>Date</u>
G0.01	Index of Sheets	8/20/20
C1.02	Existing Site Conditions	8/20/20
G-0.00	Title Sheet	8/20/20
C-0.01	General Notes	8/20/20
C-1.01	Existing Conditions Plan	8/20/20
C-2.01	Demolition Plan	8/20/20
C-2.02	Demolition Plan	8/20/20
C-3.01	Site Plan	8/20/20
C-3.02	Site Plan	8/20/20
C-4.01	Paving and Grading Plan	8/20/20
C-402	Paving and Grading Plan	8/20/20
C-403	Paving Details	8/20/20
C-5.01	Utility Plan	8/20/20
C-5.02	Utility Plan	8/20/20
C-5.03	Utility Details	8/20/20
C-5.04	Utility Details	8/20/20
C-6.01	SWPP	8/20/20
C-602	SWPP	8/20/20
C-603	SWPP	8/20/20
L-1.00	Landscape Plan	8/20/20
L-1.01	Landscape Plan	8/20/20
L-1.02	Landscape Details	8/20/20
L-1.03	Landscape Calculations	8/20/20
L-1.04	Landscape Specifications	8/20/20
L-2.01	Hardscape Plan	8/20/20
L-2.02	Hardscape Plan	8/20/20
L-2.03	Hardscape Details	8/20/20
L-2.04	Hardscape Details	8/20/20
L-2.05	Hardscape Details	8/20/20
L-2.06	Hardscape Details	8/20/20
L-2.07	Hardscape Details	8/20/20

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**User Notes:**

<u>L-2.08</u>	<u>Hardscape Details</u>	<u>8/20/20</u>
<u>L-3.01</u>	<u>Irrigation Plan</u>	<u>8/20/20</u>
<u>L-3.02</u>	<u>Irrigation Plan</u>	<u>8/20/20</u>
<u>L-3.03</u>	<u>Irrigation Details</u>	<u>8/20/20</u>
<u>L-3.04</u>	<u>Irrigation Details</u>	<u>8/20/20</u>
<u>L-3.05</u>	<u>Irrigation Specifications</u>	<u>8/20/20</u>
<u>A-0.01</u>	<u>General Project</u>	<u>8/20/20</u>
<u>A-0.02</u>	<u>Proj Req &amp; Specs</u>	<u>8/20/20</u>
<u>A-0.03</u>	<u>Specifications</u>	<u>8/20/20</u>
<u>A0.04</u>	<u>Specifications</u>	<u>8/20/20</u>
<u>A-0.05</u>	<u>Partition Types</u>	<u>8/20/20</u>
<u>A-0.10</u>	<u>Partition Types</u>	<u>8/20/20</u>
<u>A-0.20</u>	<u>Materials and Finish Leg</u>	<u>8/20/20</u>
<u>A-0.21</u>	<u>Typ Fix \$ Accessories</u>	<u>8/20/20</u>
<u>A-0.30</u>	<u>Door Louver Schedule</u>	<u>8/20/20</u>
<u>A-1.01</u>	<u>Site Plan</u>	<u>8/20/20</u>
<u>A-2.01</u>	<u>Life Safety plan</u>	<u>8/20/20</u>
<u>A-2.10</u>	<u>Overall Floor Plan</u>	<u>8/20/20</u>
<u>A-2.30</u>	<u>Overall roof plan</u>	<u>8/20/20</u>
<u>A-2.31</u>	<u>Roof Details</u>	<u>8/20/20</u>
<u>A-3.10</u>	<u>Reflected Ceiling Plan</u>	<u>8/20/20</u>
<u>A-6.10</u>	<u>Exterior Building Elev</u>	<u>8/20/20</u>
<u>A-7.50</u>	<u>Building Sections</u>	<u>8/20/20</u>
<u>A-7.51</u>	<u>Wall Sections</u>	<u>8/20/20</u>
<u>A-8.50</u>	<u>Interior Elev Details</u>	<u>8/20/20</u>
<u>S-0.00</u>	<u>Structural Notes</u>	<u>8/20/20</u>
<u>S.0.01</u>	<u>Structural Notes</u>	<u>8/20/20</u>
<u>S-1.00</u>	<u>Typical Details</u>	<u>8/20/20</u>
<u>S-1.01</u>	<u>Typical Details</u>	<u>8/20/20</u>
<u>S-2.00</u>	<u>Structural plan</u>	<u>8/20/20</u>
<u>S-2.01</u>	<u>Misc Site Structures</u>	<u>8/20/20</u>
<u>S-3.00</u>	<u>Sections and Details</u>	<u>8/20/20</u>
<u>S-4.00</u>	<u>Schedules</u>	<u>8/20/20</u>
<u>S-5.00</u>	<u>3-D Views</u>	<u>8/20/20</u>
<u>M-0.01</u>	<u>Mech Legend &amp; Symbol</u>	<u>8/20/20</u>
<u>M-0.02</u>	<u>Mech Specification</u>	<u>8/20/20</u>
<u>M1.01</u>	<u>Ground Level HVAC</u>	<u>8/20/20</u>
<u>M-5.01</u>	<u>Mech Details</u>	<u>8/20/20</u>
<u>M-5.02</u>	<u>Mech Details</u>	<u>8/20/20</u>
<u>M-7.01</u>	<u>Mech Schedules</u>	<u>8/20/20</u>
<u>M-9.01</u>	<u>Mech Axon Plan</u>	<u>8/20/20</u>
<u>E-0.01</u>	<u>Electrical Legend</u>	<u>8/20/20</u>
<u>E-0.11</u>	<u>Elect Specifications</u>	<u>8/20/20</u>
<u>E-0.12</u>	<u>Electrical Specifications</u>	<u>8/20/20</u>
<u>E-0.13</u>	<u>Electrical Specifications</u>	<u>8/20/20</u>
<u>E-2.00</u>	<u>Electrical Site Plan</u>	<u>8/20/20</u>
<u>E-4.01</u>	<u>Enlarged First Floor</u>	<u>8/20/20</u>
<u>E-5.01</u>	<u>Electrical Details</u>	<u>8/20/20</u>
<u>E-6.01</u>	<u>Electrical Schedule</u>	<u>8/20/20</u>
<u>P-0.01</u>	<u>Plumbing Legend/ Notes</u>	<u>8/20/20</u>
<u>P-0.02</u>	<u>Plumbing Specifications</u>	<u>8/20/20</u>
<u>P-0.03</u>	<u>Plumbing Specifications</u>	<u>8/20/20</u>
<u>P-1.00</u>	<u>Underground Plumb Plan</u>	<u>8/20/20</u>
<u>P-1.01</u>	<u>Ground Level Sanitary</u>	<u>8/20/20</u>
<u>P-2.01</u>	<u>Ground level Domestic</u>	<u>8/20/20</u>
<u>P-5.01</u>	<u>Plumbing Details</u>	<u>8/20/20</u>
<u>P-7.01</u>	<u>Plumbing Schedules</u>	<u>8/20/20</u>

P-9.01  
Number

Plumbing Isometric -  
Title

8/20/20  
Date

PAGE 10  
.6—.10 Specifications

.7—.11 Addenda, if any:

...


.8—.12 Other Exhibits:

...

.9—.13 Other documents, if any, listed below:

...

Albert P. Childress, MBA, MPA, ICMA-CM  
City Manager

  
Jorge L. Lopez, PMP, CPC, LEED GA  
Vice President





**RESOLUTION No. 20-238**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSAL #2020-25, "WHITE COURSE PARK CONSTRUCTION," TO GEC ASSOCIATES, INC. (GEC) THE HIGHEST RANKED, MOST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING AN AGREEMENT BETWEEN THE CITY AND GEC IN AN AMOUNT NOT TO EXCEED FUNDING ALLOCATED WITHIN THE GENERAL OBLIGATION PARKS BOND ESTIMATED AT \$4,000,000.00 FOR THE WHITE COURSE PARK PROJECT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT QUALIFIED FIRM SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND ALLOCATED FUNDING FROM WITHIN THE GENERAL OBLIGATION PARKS BOND ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the proposed White Course Park will include a shaded playground, a waterfront event plaza, outdoor fitness stations, a multi-purpose green space area, fenced-off dog area, restrooms, and shelters; and

**WHEREAS**, On November 6, 2018, City of Doral voters approved the Parks Bond Referendum providing the City with the funding mechanism needed to proceed with the design, permitting, and construction of the projects outlined in the bond. The Downtown Doral Cultural Center is one of the projects as part of the Bond Referendum; and

**WHEREAS**, Request for Qualifications No. 2020-25 was issued on October 9<sup>th</sup>, 2020 and Phase 1 evaluations were held on November 12<sup>th</sup>, 2020 where the top four (4) firms were shortlisted to participate in Phase 2 evaluations held on December 1<sup>st</sup>, 2020 and

**WHEREAS**, in response to Request for Proposal #2020-25 for "White Course Park" (the "Project"), the City received eight (8) bids, with six (6) meeting the required

criteria and two (2) being disqualified; and

**WHEREAS**, upon review of bids received, and after the evaluations, staff determined that GEC Associates, Inc. (GEC) was the highest ranked most responsive and responsible bidder (the “Contractor”); and

**WHEREAS**, a copy of Contractor’s Bid Submittal which includes the Construction Contract, RFP #2020-25 Inventory, and Bid Tabulation are all attached as Exhibit A; and

**WHEREAS**, the City Council finds that accepting the bid and entering into a contract for the Project with the Contractor for the quoted price as submitted in the Contractor’s proposal dated November 12, 2020, plus a 10% contingency for any unforeseen conditions, is in the best interest of the City; and

**WHEREAS**, funds for these services will be allocated from the Park Bond Fund in Fiscal Year 2020-21 in account number 303.9000572.500650; and

**WHEREAS**, the awarded Contractor shall adhere to the budget provided in the RFQ and the pricing submitted by said firm(s) on November 12, 2020 during negotiations with the City; and

**WHEREAS**, the City will request a Best and Final Offer (BAFO) from the awarded firm prior to negotiations; and

**WHEREAS**, the City reserves the right to commence negotiations with the next highest ranked firm if the Contractor and the City cannot agree on terms and pricing.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

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

**Section 2. Approval.** The contract between the City and GEC for the Project in an amount not to exceed funding allocated within the General Obligation Parks Bond, 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 contract and expend budgeted funds on behalf of the City.

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

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

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

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

PASSED AND ADOPTED this 16 day of December, 2020.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

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

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY

# EXHIBIT “A”

**RFP NO. 2020-25**  
**Construction of White Course Park**  
**PRE-BID MEETING**  
**OCTOBER 22, 2020**

	<b>Name</b>	<b>Company</b>	<b>Telephone No.</b>	<b>Email Address</b>
1	MIGUEL CABRANES	MARCDAN INC	786-333-5278	<a href="mailto:MIGUEL@MARCAN.COM">MIGUEL@MARCAN.COM</a>
2	ANDRES MONTES DE OCA	HG CONSTRUCTION DEVELOPMENT & INVESTMENT INC	786-845-8999	<a href="mailto:ANDRES@HGCONSTRUCTION.US">ANDRES@HGCONSTRUCTION.US</a>
3	ROBERTO MULE	BURKE CONSTRUCTION	305-468-6604	<a href="mailto:RMULE@BCGINC.NET">RMULE@BCGINC.NET</a>
4	EDUARDO VILCHEZ	STONEHENGE CONSTRUCTION LLC	786-866-7776	<a href="mailto:EVILCHEZ@SHC-US.COM">EVILCHEZ@SHC-US.COM</a>
5	DANA HAMMILL	KORKAT	561-271-9020	<a href="mailto:DANAH@KORKAT.COM">DANAH@KORKAT.COM</a>
6	ARTURO DI MAURO	GRYPHON CONSTRUCTION SERVICES INC	786-373-8801	<a href="mailto:ESTIMATING@GRYPHON-CS.COM">ESTIMATING@GRYPHON-CS.COM</a>
7	NESTOR CASTELLON	LINK CONSTRUCTION GROUP	305-665-9826	<a href="mailto:NCASTELLON@LINKCONSTRUCTIONGROUP.NET">NCASTELLON@LINKCONSTRUCTIONGROUP.NET</a>
8	PAOLA RABANAL	KARMIL CONSTRUCTION	786-280-5551	<a href="mailto:PRABANAL@KARMILCONST.COM">PRABANAL@KARMILCONST.COM</a>
9	MICHAEL VICHOT	J.R.T. CONSTRUCTION	305-557-9911	<a href="mailto:MVICHOT@TARAFACONSTRUCTION.COM">MVICHOT@TARAFACONSTRUCTION.COM</a>
10	ARIEL CABALLERO	BRIGHTVIEW LANDSCAPE DEVELOPMENT	305-986-2249	<a href="mailto:ARIEL.CABALLERO@BRIGHTVIEW.COM">ARIEL.CABALLERO@BRIGHTVIEW.COM</a>
11	ALBERT ARGUDIN	A.D.A ENGINEERING	305-514-0831	<a href="mailto:AARGUDINJR@ADAENG.NET">AARGUDINJR@ADAENG.NET</a>
12	DANNY VERCETTI	VERCETTI ENTERPRISES	305-517-3772	<a href="mailto:DV@VERCETTI.NET">DV@VERCETTI.NET</a>

**RFP NO. 2020-25**  
**Construction of White Course Park**  
**PRE-BID MEETING**  
**OCTOBER 22, 2020**

	<b>Name</b>	<b>Company</b>	<b>Telephone No.</b>	<b>Email Address</b>
13	WILLIAM WOOD	LEAD ENGINEERING	305-801-5842	<a href="mailto:WWOOD@LEAD-EC.COM">WWOOD@LEAD-EC.COM</a>
14	ADOLFO MILIANI	MILIANI CONSTRUCTION CORP	305-542-5075	<a href="mailto:AMILIANI@MILIANICONSTRUCTION.COM">AMILIANI@MILIANICONSTRUCTION.COM</a>
15	ANTONIO G ACOSTA	KARMIL CONTRUCTION	305-592-7283	<a href="mailto:AGACOSTA@KARMILCONST.COM">AGACOSTA@KARMILCONST.COM</a>
16	ISABELLA MICOLTA	ENCO LLC	954-993-1357	<a href="mailto:IMICOLTA@ENCOLLCC.COM">IMICOLTA@ENCOLLCC.COM</a>
17	ANGEL O. RIVERA	CRITICAL PATH SERVICES	305-856-3919	<a href="mailto:ARIVERA@CRITICALPATHGC.COM">ARIVERA@CRITICALPATHGC.COM</a>
18	J.R. BROWN	TGSV ENTERPRISES INC	786-385-1215	<a href="mailto:JOHN@TGSV.COM">JOHN@TGSV.COM</a>
19	FELIPE AGUIAR	A.D.A ENGINEERING	305-551-4608	<a href="mailto:FELIPEAGUIAR@ADAENG.NET">FELIPEAGUIAR@ADAENG.NET</a>
20	ELIZABETH PENATE	CENTRAL CIVIL CONSTRUCTION	305-888-3344	<a href="mailto:ESTIMATING@CENTRALCIVIL.COM">ESTIMATING@CENTRALCIVIL.COM</a>
21	RUSSELL HITCHINS	CRITICAL PATH CONSTRUCTION	305-856-3919	<a href="mailto:RHITCHINS@CRITICALPATHGC.COM">RHITCHINS@CRITICALPATHGC.COM</a>
22	STEFAN LEAL	BACALLAO CONSTRUCTION & ENGINEERING	786-427-4531	<a href="mailto:SLEAL@BCONEN.COM">SLEAL@BCONEN.COM</a>
23	JUANITA AREVALO	WAYPOINT CONTRACTING INC	786-608-1406	<a href="mailto:JAREVALO@WAYPOINTCI.COM">JAREVALO@WAYPOINTCI.COM</a>
24	MOISES BICHACHI	ELCI CONSTRUCTION GROUP	305-891-7990	<a href="mailto:MOISES@ELCICONSTRUCTION.COM">MOISES@ELCICONSTRUCTION.COM</a>



**RFP NO. 2020-25**  
**Construction of White Course Park**  
**PRE-BID MEETING**  
**OCTOBER 22, 2020**

	<b>Name</b>	<b>Company</b>	<b>Telephone No.</b>	<b>Email Address</b>
25	MD S RAHMAN	SSN ENGINEERING	954-326-8295	<a href="mailto:MDRAHMAN@SSNENGINEERING.COM">MDRAHMAN@SSNENGINEERING.COM</a>
26	FERNANDO SANCHEZ	LEAD ENGINEERING CONTRACTORS	305-615-3272	<a href="mailto:FSANCHEZ@LEAD-EC.COM">FSANCHEZ@LEAD-EC.COM</a>
27	GLADYS VELEZ	BLISS PRODUCTS & SERVICES	1-800-248-2547	<a href="mailto:INFO@BLISSPRODUCTS.COM">INFO@BLISSPRODUCTS.COM</a>
28	BRANDON LANCASTER	MESSAM CONSTRUCTION	786-815-1066	<a href="mailto:BLANCASTER@MESSAMCONSTRUCTION.COM">BLANCASTER@MESSAMCONSTRUCTION.COM</a>
29	DAVID GARCIA	STONEHENGE CONSTRUCTION LLC	786-866-7776	<a href="mailto:DGARCIA@SHC-US.COM">DGARCIA@SHC-US.COM</a>
30	RODRIGO ISAZA	LEAD ENGINEERING CONSTRUCTION	305-970-6989	<a href="mailto:RISAZA@LEAD-EC.COM">RISAZA@LEAD-EC.COM</a>
31	JUAN QUIROZ	MARCDAN INC	786-264-1765	<a href="mailto:INFO@MARCDAN.COM">INFO@MARCDAN.COM</a>
32	JULIO CORENA	BACO ENGINEERING CONTRACTOR	561-537-0081	<a href="mailto:JCORENA@BACOENGCON.COM">JCORENA@BACOENGCON.COM</a>
33	HAROLD SANCHEZ	GEC ASSOCIATES	305-994-2150	<a href="mailto:HSANCHEZ@GECASSOCIATES.COM">HSANCHEZ@GECASSOCIATES.COM</a>
34	MAURICIO ALFARO	DEKORA LLC	305-431-2667	<a href="mailto:DEKORAUSA@GMAIL.COM">DEKORAUSA@GMAIL.COM</a>
35	JENNY ESPINALES	GEC ASSOCIATES INC	305-994-2150	<a href="mailto:JESPINALES@GECASSOCIATES.COM">JESPINALES@GECASSOCIATES.COM</a>
36	AL ZIRI	KVC CONST.	305-757-7707	<a href="mailto:AL.ZIRI@KVCCONSTRUCTORS.COM">AL.ZIRI@KVCCONSTRUCTORS.COM</a>

**RFP NO. 2020-25**  
**Construction of White Course Park**  
**PRE-BID MEETING**  
**OCTOBER 22, 2020**

	<b>Name</b>	<b>Company</b>	<b>Telephone No.</b>	<b>Email Address</b>
37	JOHNNY DAO	FLORIDA CONSTRUCTION & ENGINEERING		<a href="mailto:JDAO@FCEBUILD.COM">JDAO@FCEBUILD.COM</a>
38	RUBEL SIDDIQUE	BACO ENGINEERING CONTRACTOR	954-247-8044	<a href="mailto:RSIDDIQUE@BACENGCON.COM">RSIDDIQUE@BACENGCON.COM</a>
39	KENNETH BAER	CENTRAL CIVIL CONSTRUCTION	305-888-3344	<a href="mailto:KBAER@CENTRALCIVIL.COM">KBAER@CENTRALCIVIL.COM</a>
40	ISRAEL RAMIREZ	JAXI BUILDERS INC	305-599-0700	<a href="mailto:ISRAEL@JAXI.COM">ISRAEL@JAXI.COM</a>
41	ALLEN COOKE	ADVANCED RECREATIONAL CONCEPTS	954-261-1450	<a href="mailto:ACOOKE@ARCFLOIDA.COM">ACOOKE@ARCFLOIDA.COM</a>
42	PATTY CARRUTHERS	BLISS PRODUCTS & SERVICES	239-596-9660	<a href="mailto:PATTY@BLISSPRODUCTS.COM">PATTY@BLISSPRODUCTS.COM</a>
43	SERGIO MOLINA	VERCETTI ENTERPRISES	305-517-3772	<a href="mailto:SM@VERCETTI.NET">SM@VERCETTI.NET</a>
44	SEBASTIAN LOOR	MAGNUM CONSTRUCTION MANAGEMENT LLC dba MCM	305-399-5491	<a href="mailto:SLOOR@MCM-US.COM">SLOOR@MCM-US.COM</a>
45	MARIO GONZALEZ	MAGGOLC INC	786291-2949	<a href="mailto:MAGGOLC@YAHOO.COM">MAGGOLC@YAHOO.COM</a>
46	DENNIS NEFTLEBERG	BURKE CONSTRUCTION GROUP	305-468-6604	<a href="mailto:DNEFTLEBERG@BCGINC.NET">DNEFTLEBERG@BCGINC.NET</a>
47	PEDRO M. MUNILLA	3MB CONSTRUCTION LLC	786-295-0870	<a href="mailto:PMMUNILLA@THE3MB.COM">PMMUNILLA@THE3MB.COM</a>
48	JENNIFER JAIKISSOON	BRIGHTVIEW LANDSCAPE DEVELOPMENT	305-213-1964	<a href="mailto:JENNIFER.JAILISSOON@BRIGHTVIEW.COM">JENNIFER.JAILISSOON@BRIGHTVIEW.COM</a>
49	ZOILA REYES	FLORIDA CONSTRUCTION & ENGINEERING	305-883-7601	<a href="mailto:JDAO@FCEBUILD.COM">JDAO@FCEBUILD.COM</a>
50	DAN HAMMONS	T&G CONSTRUCTORS	305-592-0552	<a href="mailto:MARKETING@T-AND-G.COM">MARKETING@T-AND-G.COM</a>
51	ANDERSON STRICKLAND	WEST CONSTRUCTION INC	561-588-2027	<a href="mailto:ASTRICKLAND@WESTCONSTRUCTIONINC.NET">ASTRICKLAND@WESTCONSTRUCTIONINC.NET</a>

**RFP NO. 2020-25**  
**Construction of White Course Park**  
**PRE-BID MEETING**  
**OCTOBER 22, 2020**

	<b>Name</b>	<b>Company</b>	<b>Telephone No.</b>	<b>Email Address</b>
52	KRISTEN GEORGE	BLISS PRODUCTS & SERVICES	1-800-248-2547	<a href="mailto:INFO@BLISSPRODUCTS.COM">INFO@BLISSPRODUCTS.COM</a>
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# CITY OF DORAL

RFP No. 2020-25

## Construction of White Course Park BID TABULATION - PHASE I

FIRM: CRITICAL PATH CONSTRUCTION	246			
	Max Possible Points	Assigned Score		
		Bonfill	Quintero	Decker
Firm Qualifications, Experience & past firm performance related to providing the type of services requested	40	30	35	35
Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project to this project	30	20	25	27
Proposer's approach to providing the services requested in this solicitation	20	15	18	17
Affiliation References	10	6	10	8
<b>Total Score (Possible Max of 100 points)</b>		<b>71</b>	<b>88</b>	<b>87</b>

FIRM: ENCO LLC	256			
	Max Possible Points	Assigned Score		
		Bonfill	Quintero	Decker
Firm Qualifications, Experience & past firm performance related to providing the type of services requested	40	36	35	38
Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project to this project	30	26	26	27
Proposer's approach to providing the services requested in this solicitation	20	17	18	17

Affiliation References	10	8	8	0
<b>Total Score (Possible Max of 100 points)</b>		<b>87</b>	<b>87</b>	<b>82</b>

<b>FIRM: GEC ASSOCIATES</b>	<b>266</b>			
	<b>Max Possible Points</b>	<b>Assigned Score</b>		
		<b>Bonfill</b>	<b>Quintero</b>	<b>Decker</b>
Firm Qualifications, Experience & past firm performance related to providing the type of services requested	40	33	36	40
Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project to this project	30	25	27	28
Proposer's approach to providing the services requested in this solicitation	20	16	18	17
Affiliation References	10	8	10	8
<b>Total Score (Possible Max of 100 points)</b>		<b>82</b>	<b>91</b>	<b>93</b>

<b>FIRM: KARMIL CONSTRUCTION INC</b>	<b>275</b>			
	<b>Max Possible Points</b>	<b>Assigned Score</b>		
		<b>Bonfill</b>	<b>Quintero</b>	<b>Decker</b>
Firm Qualifications, Experience & past firm performance related to providing the type of services requested	40	36	35	40
Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project to this project	30	28	26	29
Proposer's approach to providing the services requested in this solicitation	20	17	18	19
Affiliation References	10	8	10	9
<b>Total Score (Possible Max of 100 points)</b>		<b>89</b>	<b>89</b>	<b>97</b>

<b>FIRM: TGSV ENTERPRISES INC</b>	<b>258</b>
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	Max Possible Points	Assigned Score		
		Bonfill	Quintero	Decker
Firm Qualifications, Experience & past firm performance related to providing the type of services requested	40	34	35	35
Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project to this project	30	26	25	25
Proposer's approach to providing the services requested in this solicitation	20	17	18	18
Affiliation References	10	7	10	8
<b>Total Score (Possible Max of 100 points)</b>		<b>84</b>	<b>88</b>	<b>86</b>

FIRM: WAYPOINT CONTRACTING INC	280			
	Max Possible Points	Assigned Score		
		Bonfill	Quintero	Decker
Firm Qualifications, Experience & past firm performance related to providing the type of services requested	40	37	37	40
Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project to this project	30	28	28	28
Proposer's approach to providing the services requested in this solicitation	20	18	19	18
Affiliation References	10	8	10	9
<b>Total Score (Possible Max of 100 points)</b>		<b>91</b>	<b>94</b>	<b>95</b>

<b>Preparer's Name:</b>	Tanya Donigan
<b>Title:</b>	Procurement Manager
<b>Preparer's Signature:</b>	<i>Tanya Donigan</i> 11/20/2020



# CITY OF DORAL

RFP No. 2020-25


## Construction of White Course Park BID TABULATION - PHASE II

FIRM: ENCO LLC	274			
	Max Possible Points	Assigned Score		
		Decker	Collings-Bonfill	Quintero
Project Pricing	40	35	38	37
Firm Qualifications, Experience & past firm performance related to providing the type of services requested	30	27	29	27
Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project	20	17	19	17
Proposer's approach to providing the services requested in this solicitation	10	10	9	9
<b>Total Score (Possible Max of 100 points)</b>		<b>89</b>	<b>95</b>	<b>90</b>

FIRM: WAYPOINT CONTRACTING INC.	276			
	Max Possible Points	Assigned Score		
		Decker	Collings-Bonfill	Quintero
Project Pricing	40	36	33	36
Firm Qualifications, Experience & past firm performance related to providing the type of services requested	30	28	30	29
Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project	20	17	19	18
Proposer's approach to providing the services requested in this solicitation	10	10	10	10
<b>Total Score (Possible Max of 100 points)</b>		<b>91</b>	<b>92</b>	<b>93</b>

FIRM: GEC ASSOCIATES		278		
	Max Possible Points	Assigned Score		
		Decker	Collings-Bonfill	Quintero
Project Pricing	40	35	38	39
Firm Qualifications, Experience & past firm performance related to providing the type of services requested	30	27	28	29
Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project	20	18	19	18
Proposer's approach to providing the services requested in this solicitation	10	9	9	9
Total Score (Possible Max of 100 points)		89	94	95

FIRM: TGSV ENTERPRISES INC		264		
	Max Possible Points	Assigned Score		
		Decker	Collings-Bonfill	Quintero
Project Pricing	40	38	30	36
Firm Qualifications, Experience & past firm performance related to providing the type of services requested	30	26	27	27
Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project	20	17	19	17
Proposer's approach to providing the services requested in this solicitation	10	9	9	9
Total Score (Possible Max of 100 points)		90	85	89

Preparer's Name:	Tanya Donigan
Title:	Procurement Manager
Preparer's Signature:	 12/3/2020





# CITY OF DORAL

## RFP No. 2020-25 - Phase 1

### Construction of White Course Park

List of Respondents	Firm Qualifications, Experience & past firm performance related to providing the type of services requested (Max 40 points)	Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project to this project (Max 30 points)	Proposer's approach to providing the services requested in this solicitation. (Max 20 points)	Affiliation References (Max 10 points)	Total Score (Max 100 points)
Critical Path Construction	35	27	17	8	87
Enco LLC	38	27	17	0	82
GEC Associates	40	28	17	8	93
HG Construction Development & Investment Inc.	<i>Disqualified</i>				
Karmil Construction Inc.	40	29	19	9	97
TGSV Enterprises Inc.	35	25	18	8	86
Waypoint Contracting Inc.	40	28	18	9	95

Reviewer's Name (Print):	<i>Jane Decker</i>
Reviewer's Title:	<i>Interim Bldg Dept Director</i>
Reviewer's Signature:	<i>[Handwritten Signature]</i>



# CITY OF DORAL

## RFP No. 2020-25 - Phase 1

### Construction of White Course Park

List of Respondents	Firm Qualifications, Experience & past firm performance related to providing the type of services requested (Max 40 points)	Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project to this project (Max 30 points)	Proposer's approach to providing the services requested in this solicitation. (Max 20 points)	Affiliation References (Max 10 points)	Total Score (Max 100 points)
Critical Path Construction	35	25	18	10	88
Enco LLC	35	26	18	8	87
GEC Associates	36	27	18	10	91
HG Construction Development & Investment Inc.	<i>Disqualified</i>				
Karmil Construction Inc.	35	26	18	10	89
TGSV Enterprises Inc.	35	25	18	10	88
Waypoint Contracting Inc.	37	28	19	10	94

Reviewer's Name (Print):	Lazaro Quintan
Reviewer's Title:	Asst. Parks & Rec Director
Reviewer's Signature:	



# CITY OF DORAL

## RFP No. 2020-25 - Phase 1

### Construction of White Course Park

List of Respondents	Firm Qualifications, Experience & past firm performance related to providing the type of services requested (Max 40 points)	Relevant Experience & Qualifications of firm's key personnel that will be assigned to this project to this project (Max 30 points)	Proposer's approach to providing the services requested in this solicitation. (Max 20 points)	Affiliation References (Max 10 points)	Total Score (Max 100 points)
Critical Path Construction	30	20	15	6	71
Enco LLC	36	26	17	8	87
GEC Associates	33	25	16	8	82
HG Construction Development & Investment Inc.	<i>Disqualified</i>				
Karmil Construction Inc.	36	28	17	8	89
TGSV Enterprises Inc.	34	26	17	7	84 <del>84</del> <i>84</i>
Waypoint Contracting Inc.	37	28	18	8	91

Reviewer's Name (Print):	Eugene Collins-Bonfill
Reviewer's Title:	PW Assistant Director
Reviewer's Signature:	



# CITY OF DORAL

## RFP No. 2020-25 - Phase II

### Construction of White Course Park

Wednesday, December 2, 2020

List of Respondents	Project Pricing (Max 40 points)	Firm Qualifications, Experience & Past Firm Performance Related to Providing the Type of Services Requested (Max 30 points)	Relevant Experience & Qualifications of Firm's Key Personnel that will be Assigned to this Project (Max 20 points)	Proposer's Approach to Providing the Services Requested in this Solicitation (Max 10 points)	Total Score (Max 100 points)
Enco LLC	35	27	17	10	89
Waypoint Contracting Inc.	36	28	17	10	91
GEC Associates	35	27	18	9	89
TGSV Enterprises Inc.	38	26	17	9	90
Karmil Construction Inc.	<i>WITHDREW</i>				

Reviewer's Name (Print):	<i>Jane Decker</i>
Reviewer's Title:	<i>Interim Bldg Director</i>
Reviewer's Signature:	<i>[Handwritten Signature]</i>




# CITY OF DORAL

## RFP No. 2020-25 - Phase II

### Construction of White Course Park

Wednesday, December 2, 2020

List of Respondents	Project Pricing (Max 40 points)	Firm Qualifications, Experience & Past Firm Performance Related to Providing the Type of Services Requested (Max 30 points)	Relevant Experience & Qualifications of Firm's Key Personnel that will be Assigned to this Project (Max 20 points)	Proposer's Approach to Providing the Services Requested in this Solicitation (Max 10 points)	Total Score (Max 100 points)
Enco LLC	37	27	17	9	90
Waypoint Contracting Inc.	36	29	18	10	93
GEC Associates	39	29	18	9	95
TGSV Enterprises Inc.	36	27	17	9	89
Karmil Construction Inc.	<i>WITHDREW</i>				

Reviewer's Name (Print):	<i>Lazaro Quintana</i>
Reviewer's Title:	<i>Asst. Parks &amp; Recreation Director</i>
Reviewer's Signature:	



# CITY OF DORAL

## RFP No. 2020-25 - Phase II

### Construction of White Course Park

Wednesday, December 2, 2020

List of Respondents	Project Pricing (Max 40 points)	Firm Qualifications, Experience & Past Firm Performance Related to Providing the Type of Services Requested (Max 30 points)	Relevant Experience & Qualifications of Firm's Key Personnel that will be Assigned to this Project (Max 20 points)	Proposer's Approach to Providing the Services Requested in this Solicitation (Max 10 points)	Total Score (Max 100 points)
Enco LLC	38	29	19	9	95
Waypoint Contracting Inc.	33	30	19	10	92
GEC Associates	38	28	19	9	94
TGSV Enterprises Inc.	30	27	19	9	85
Karmil Construction Inc.	<i>WITHDREW</i>				

Reviewer's Name (Print):	<i>Eugene Collins-Bonfill</i>
Reviewer's Title:	<i>Public Works Assistant Director</i>
Reviewer's Signature:	