

CONSTRUCTION SERVICES AGREEMENT

THIS CONSTRUCTION SERVICES AGREEMENT (the "Agreement") is entered this 24th day of February, 2015, by and between the **City of Doral**, Florida, a Florida municipal corporation whose address and principal place of business is 8401 NW 53rd Terrace, Doral, Florida 33166, (the "City"), and **RP Utility & Excavation Corp.**, an active, for-profit Florida corporation whose address and principal place of business is 3422 SW 156th Court, Miami, FL 33185 (the "Contractor"). The City and Contractor may be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

WHEREAS, the City has a need to add additional parking spaces within the current parking lot at Morgan Levy Park; and

WHEREAS, the City issued Invitation to Bid #2014-39 "Morgan Levy Park Parking Lot Improvement" the ("ITB"), for which the City received four (4) bids by the November 24, 2014 deadline, with all companies meeting the required criteria ; and

WHEREAS, upon review of the bids received, RP Utility and Excavation Corp. was deemed the most responsive and responsible bidder and was awarded the project during the January 2015 council meeting (Resolution # 15-02); and

WHEREAS, the City desires to engage the Contractor, and the Contractor desires, to provide construction services as specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which the Parties acknowledge, the Contractor and the City agree as follows.

1. **Scope of Services/Deliverables.**

- (a) The Contractor shall provide those services (the "Work") specified in the Construction Documents, attached hereto as **Exhibit "A"**, which is incorporated herein and made a part hereof by this reference. Contractor shall be responsible for supplying all personnel, equipment, labor, materials, means of transport, services and tools incidental and/or necessary to complete the Work.

2. **Term/Commencement Date and Liquidated Damages.**

- (a) The Contractor shall not commence work until the City issues to Contractor a written Notice to Proceed. The Contractor agrees that the Work shall be substantially completed within **thirty-five (35)** calendar days after the date

specified in the Notice to Proceed (“Substantial Completion”), and fully completed and ready for final payment in accordance with the Agreement Documents within sixty (60) calendar days after the date specified in the Notice to Proceed (“Final Completion”). The City Manager may extend the term of this Agreement up to an additional sixty (60) days at his sole discretion based upon the recommendation of the City’s Community Services Director, City Engineer or Utilities Director.

- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in this Agreement, unless extended by the City Manager. The City shall issue a written notice identifying the date the Work is deemed fully complete, which shall be the Final Completion date.
- (c) Contractor agrees to warrant all work performed under this agreement for a one (1) year period from the date of final completion.
- (d) 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 herein, plus any approved extensions thereof allowed by the City. The Contractor also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by City if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages to compensate the City, and not as a penalty for delay or as an incentive to complete on time, Contractor shall pay City **\$100.00** for each calendar day that expires after the time specified for Substantial Completion of the Work. After Substantial Completion, if Contractor fails to fully complete the Work within the time specified for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City **\$150.00** for each calendar day that expires after the time specified for Final Completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified herein bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City’s reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the Work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

- (e) Should the Substantial Completion and/or Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set above because of lack of performance by the Contractor, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the City including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.
- (f) Monies due to the City for liquidated damages and/or actual damages 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.

3. **Compensation and Payment.**

- (a) As compensation for the Work, the City agrees to pay the Contractor a fee in the amount of FIFTY THOUSAND ONE HUNDREDED DOLLARS AND NO CENTS (\$50,100.00), in accordance with Contractor's Proposal attached hereto as **Exhibit "B"** (the "Fee"). Any additional fees associated with the project and agreed by the City to pay shall be billed at the unit price as outlined in the Contractor's Proposal. The Fee shall be paid as a lump sum payment within fifteen days of receiving notice of Final Completion and a corresponding invoice from the Contractor.
- (b) The Contractor shall invoice the City once the project has been completed. The invoice shall provide a detailed statement of the Work performed by Contractor for the period of time covered by the invoice. Contractor shall use the form attached hereto as **Exhibit "C"**, or such other form as may be provided by City from time to time.
- (c) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and, within fifteen (15) calendar days, the Parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within five (5) days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete.
- (d) If a dispute should occur regarding a submitted invoice, an item in the Final Punch list, or any portion of the completed Work, the City Manager may withhold payment of the disputed amount or such amount that represents the value of the disputed item in the Final Punch list or portion of the completed Work, and the City Manager may pay to the Contractor the undisputed portion of the Fee. Upon

written request of the Finance Director, the Contractor shall provide written documentation to justify the disputed invoice. Within five (5) days of notice to the Contractor of the dispute/retained amount, the City and the Contractor shall work in good faith to reach a resolution as to the dispute. If an mutually agreed upon resolution can not be reached, any compensation disputes shall be decided by the City Manager, whose decision shall be final. Any remaining undisputed and/or settled amount of the Fee shall be paid within fifteen (15) days the City Manager's final disposition.

4. **Subcontractors.**

- (a) The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Work.
- (b) Any subcontractors used on the Work must have the prior written approval of the City Manager and be properly licensed and insured in the same amounts as the Contractor.

5. **City's Responsibilities.**

- (a) Upon request, if available, the City shall furnish maps, plans, studies, reports and other information regarding anticipated field conditions readily available and in the City's possession.
- (b) The City shall arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to inspect the site and perform the Work as may be requested in writing by the Contractor.

6. **Contractor's Responsibilities.**

- (a) Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a professional contractor under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Work, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Work or perform as intended, upon written notification from the City Manager, the Contractor shall at Contractor's sole expense, immediately correct the Work.
- (b) Contractor and its subcontractors shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole

or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be immediately remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has made final payment to Contractor.

- (c) On a daily basis during the course of the Work, Contractor shall maintain the site free of debris and dust so as to minimize any inconvenience to surrounding properties. Upon completion of the Work, Contractor shall remove all apparatus, debris, equipment, materials, and tools created or used to construct the Work, and except for the Work or as otherwise directed by the City return the site in the same condition as at the beginning of the Work.
- (d) If the Work will create any obstructions, road closures or traffic impacts, Contractor shall provide the City and surrounding property owners with no less than seventy-two (72) hours prior notice of the anticipated or planned obstructions, road closures or traffic impacts.

7. **Termination.**

- (a) The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Contractor, or immediately with cause. "Cause" for purposes of this Agreement shall be defined as a deficiency in the performance by the Contractor such that it causes significant delays in the rendition of the Work and/or causes the City to order the stoppage of work.
- (b) Unless directed otherwise in writing by the City Manager, upon receipt of the City's written notice of intent to terminate or notice of actual termination, Contractor shall stop the Work.
- (c) In the event of termination by the City, the Contractor shall be paid for all Work accepted by the City Manager up to and through the date of termination.
- (d) The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data properly indexed and labeled pertaining to the Work to the City, in a hard copy and/or electronic format (as specified by the City) within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Insurance **Exhibit "D"**. The carrier of such insurance shall be qualified to do business in the

State of Florida and have agents upon whom service of process may be made in the State of Florida.

9. **Nondiscrimination.**

- (a) During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

10. **Agreement Documents.**

The Agreement 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 Agreement as though physically attached as a part thereof:

Change Orders
Agreement
Exhibits to the Agreement
Bid/Quote Documents (Addendum, Invitation to Bid/RFQ, Instructions to Bidders/Proposers, Proposal Form provided by Contractor, Notice of Award and Notice to Proceed);

CONTRACTOR AGREES THAT THERE IS NO IMPLIED OR EXPRESS WARRANTY OF CONSTRUCTABILITY WITH REGARD TO THE WORK OR DESIGN ENCOMPASSED BY THE AGREEMENT DOCUMENTS.

11. **Attorneys' Fees and Waiver of Jury Trial.**

- (a) If either the City or Contractor is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.
- (b) In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

12. **Indemnification.**

- (a) **General Indemnity.** Contractor shall indemnify, defend and hold harmless the City, its officers, and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of engineers, architects, attorney's, consultants and other professionals and trial and appellate court and arbitration costs arising out of or resulting from the performance of the Work, excluding claims arising from the sole negligence of City. Such indemnification shall specifically include but not

2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Contractor: RP Utility and Excavation Corp
3422 SW 156th Court
Miami, FL 33185

14. **Governing Law.**

- (a) This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida in a court of competent jurisdiction.

15. **Entire Agreement/Modification/Amendment.**

- (a) This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- (b) No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. This Agreement may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof via a written Change Order, in such form as may be provided by City from time to time.

16. **Ownership and Access to Records and Audits.**

- (a) All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City. The Records shall be properly indexed and labeled.
- (b) The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.
- (c) The City may terminate this Agreement for refusal by the Contractor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

- (a) This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the City's area, circumstances, and desires.

18. **Severability.**

- (a) If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

- (a) The Contractor and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

- (a) The Contractor shall ensure that it, and all its subcontractors (at all tiers), comply with all federal, state and local applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

21. **Waiver.**

- (a) The failure of the City to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.**

- (a) Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

- (a) The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts.**

- (a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

25. **Authorization to Sign Agreement.**

- (a) The execution and delivery of this Agreement by Contractor is within Contractor's capacity and all requisite action has been taken to make this Agreement valid and binding on Contractor in accordance with its terms.

26. **Non-Exclusive Agreement.**

- (a) The services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City as determined in its sole and absolute discretion.

27. **Continuing the Work.**

- (a) Unless directed otherwise in writing by the City Manager, Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City.

28. **Changes in the Work.**

- (a) Without invalidating the Agreement and without notice to any surety, City may, at any time or from time-to-time, order additions, deletions, or revisions in the Work by a Written Amendment or Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved.
- (b) The Contract Price may only be changed by a written Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice of intent to claim delivered to the City promptly [but in no event later than three (3) business days after the first occurrence of the event giving rise to the amount of the claim]. Contractor shall deliver to the City a good faith estimate of the cost and time impacts caused by the claim causing event within seven (7) calendar days of the first occurrence of the event giving rise to the claim. Within seven (7)

calendar days of the conclusion of the claim causing event, but no later than the Substantial Completion date, Contractor shall deliver to the City a full and complete written claim identifying all costs and time impacts that the Contractor believes should be paid due to the claim causing event and shall include full and final substantiation for all price and time adjustments. The City Manager will review the claim and make a decision on the request. The City Manager's decision will be final unless within seven (7) calendar days of the date of the City Manager's decision the Contractor provides the City with written notice expressly stating that the Contractor disputes the decision and intends to pursue the matter via litigation. Failure by Contractor to strictly comply with the provisions of this article will result in a waiver of the claim.

29. **Subsurface Conditions**

- (a) Information shown on the Drawings and/or indicated in the Agreement Documents as to the location of existing utilities and subsurface conditions has been prepared from the most reliable data available to the City. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character and depth of existing utilities. The City expressly disclaims any warranty as to the underground conditions to be encountered. The Contractor should not rely on locations, condition, or quantity of subsurface structures or conditions depicted on drawings, as the locations, condition, and quantities are approximations.

30. **Compensation for Delay.**

- (a) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS, DISRUPTION, INTERFERENCE, OR HINDRANCE (collectively "Delay"). Notwithstanding anything to the contrary contained in the Agreement Documents, the Contractor shall not be entitled to additional compensation for any Delay unless the Delay shall have been caused by acts constituting willful or intentional interference by the City with the Contractor's performance of the Work, and then only where such acts continue after Contractor's written notice to the City of such interference.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to execute same.

ATTEST:

CITY OF DORAL




Connie Diaz, Interim City Clerk

By: 

Edward A. Rojas, City Manager

Date: 2.24.15

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF DORAL, FLORIDA ONLY:



Weiss Seorta Helfman Pastoriza Cole & Bonsike, P.L.,
City Attorney

CONTRACTOR

By: 

Title: President

Date: 2/23/2015

Exhibit “A”
Construction Documents

CONTRACT PLANS

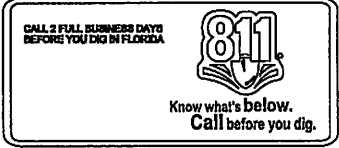
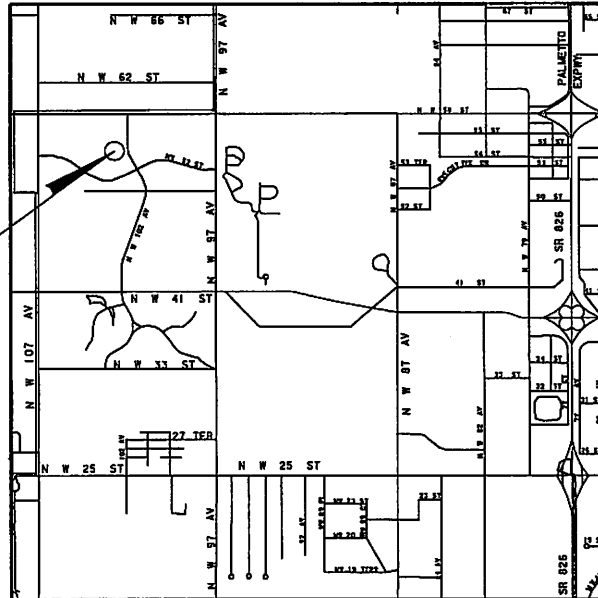
FOR

MORGAN LEVY PARK PARKING LOT IMPROVEMENTS CITY OF DORAL, FLORIDA

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	SITE PLAN
4	SIGNING AND PAVEMENT MARKING GENERAL NOTES AND DETAILS
5	SIGNING AND PAVEMENT MARKING PLAN
6	IRRIGATION PLAN
7	IRRIGATION LEGEND & NOTES
8	IRRIGATION DETAILS
9	TREE RELOCATION PLAN
10	TREE RELOCATION NOTES & DETAIL

PROJECT LOCATION



GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED 2014,
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION DATED 2014,
AS AMENDED BY CONTRACT DOCUMENTS.

"THIS PLAN WAS PREPARED UNDER MY DIRECTION
AND TO THE BEST OF MY KNOWLEDGE AND BELIEF
COMPLIES WITH THE INTENT OF THE MANUAL OF
UNIFORM MINIMUM STANDARDS FOR DESIGN,
CONSTRUCTION AND MAINTENANCE FOR STREETS
AND HIGHWAYS, AS ADOPTED BY THE STATE
OF FLORIDA LEGISLATURE, CHAPTER 72-328 F.S."

PREPARED FOR:
CITY OF DORAL



PREPARED BY:
DAVID PLUMMER & ASSOCIATES, Inc.
1750 Ponce de Leon Boulevard
Coral Gables, Florida 33134
EB 2690

APPROVED BY: _____
DATE: _____
P.E. NO.: _____

CITY OF DORAL
MAYOR AND CITY COUNCIL
LUIGI BORIA - MAYOR
CHRISTI FRAGA - VICE MAYOR
ANA MARIA RODRIGUEZ - COUNCIL MEMBER
BETTINA RODRIGUEZ AGUILERA - COUNCIL MEMBER
SANDRA RUIZ - COUNCIL MEMBER

AND
O'LEARY RICHARDS DESIGN ASSOCIATES, Inc.
8525 SW 92 Street, Suite C11
Miami, Florida 33156
LC 26000195

ISSUING DATE: 09/10/14



DAVID PLUMMER & ASSOCIATES, INC. TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL

Table with 2 columns: REVISIONS, PROJECT

CITY OF DORAL MORGAN LEVY PARK

GENERAL NOTES

Table with 2 columns: DATE, SHEET NO.

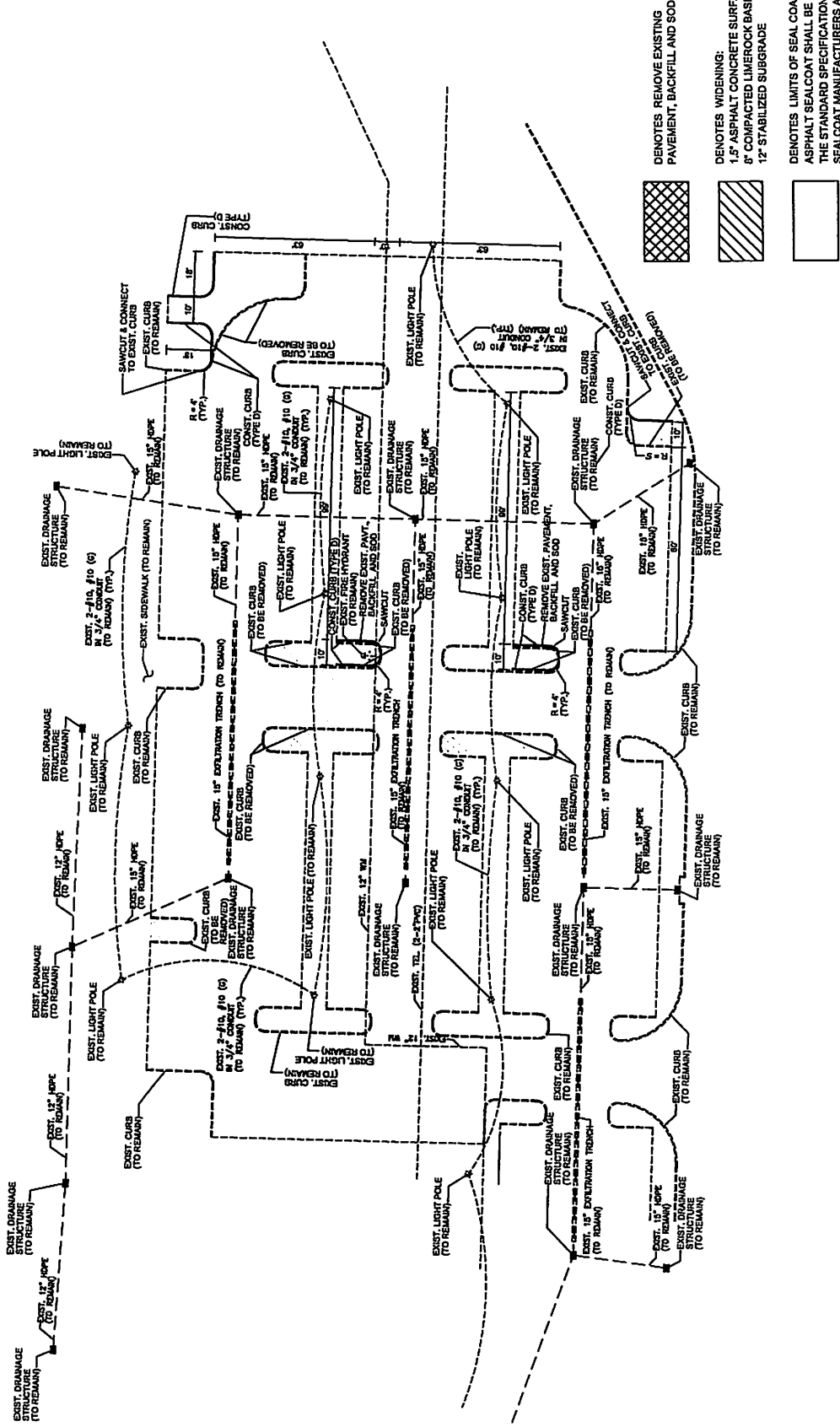
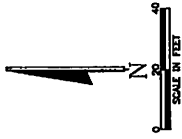
- 1. B.M. DATA IS NATIONAL GEODETIC VERTICAL DATUM OF 899 (NGVD-89).
2. ALL PUBLIC LAND OWNERS AND ADJACENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY CONTRACTOR AS FOLLOWS:
3. ALL PUBLIC LAND OWNERS AND ADJACENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY CONTRACTOR AS FOLLOWS:
4. ALL EXISTING FEATURES ADJACENT TO THE RIGHT-OF-WAY THAT ARE IMPACTED BY THIS CONSTRUCTION SHALL BE REPAIRED / RESET AS REQUIRED.
5. SODDING TO BE USED AT LOCATIONS WHERE EXISTING LAWNS ARE DISTURBED.
6. ALL DISPOSAL OF MATERIALS, RUBBISH AND DEBRIS SHALL BE MADE AT A LEGAL DISPOSAL SITE OR BY OTHER APPROVED MANNER. MATERIAL CLEARED FROM THE SITE AND DEPOSITED ON ADJACENT AND / OR NEARBY PROPERTY WILL NOT BE CONSIDERED AS HAVING BEEN DISPOSED OF SATISFACTORILY.
7. ALL TREES NOT AFFECTED BY CONSTRUCTION ARE TO REMAIN, UNLESS OTHERWISE INDICATED.
8. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING ALLEYS CLEAN OF LIMBROCK, DEBRIS, ETC. DURING THE CONSTRUCTION AT NO ADDITIONAL COST TO THE CITY. ALL LINES AND STRUCTURES SHALL BE CLEANED PRIOR TO FINAL INSPECTION AND ACCEPTANCE.
9. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
10. TWO FULL BUSINESS DAYS PRIOR TO DIGGING THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL OF FLORIDA, A CONTRACTOR'S TELEPHONE NUMBER 888, AND THE UTILITY OWNER AND REQUEST UTILITY LOCATIONS. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.
11. UTILITY INFORMATION HAS NOT BEEN VERIFIED HORIZONTALLY OR VERTICALLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ANY CONFLICTS WITH UTILITIES.
12. EXISTING UTILITIES OTHER THAN THOSE INDICATED IN THESE DRAWINGS MAY BE PRESENT. THE CONTRACTOR IS WANTED TO PROCEED WITH CAUTION. CONTRACTOR IS TO INVESTIGATE ALL POSSIBLE UNWANTED UTILITIES.
13. EXISTING UTILITIES ARE TO BE PROTECTED BY THE CONTRACTOR. ANY UTILITIES DAMAGED BY THE CONTRACTOR WILL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE.
14. CONTRACTOR IS RESPONSIBLE TO DETERMINE THE LOCATION, CHARACTER AND DEPTH OF EXISTING UTILITIES. THE CONTRACTOR SHALL ASSIST THE UTILITY OWNERS BY EXERCISING REASONABLE CARE TO DETERMINE THE LOCATION OF ALL UTILITIES TO ELIMINATE ANY POSSIBILITY OF DAMAGE TO UTILITIES DURING CONSTRUCTION. THE LOCATION OF ALL UTILITIES SHALL BE VERIFIED AND THE PROJECT REPRESENTATIVE WHICH CONDITIONS WILL NEED SHOWING DURING EXCAVATION AND SHALL PROVIDE SUCH SHOWING AND SUPPORT AS IS REQUIRED.
15. THE CONTRACTOR SHALL MAKE A THOROUGH INVESTIGATION OF THE SITE IN ORDER TO FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS.




B. CONTRACTOR SHALL PROVIDE A CONSTRUCTION PROJECT SIGN AS REQUIRED BY THE CITY OF DORAL.


Table listing utility companies and their phone numbers: SUNSHINE ONE CALL, PUBLIC WORKS, FLORIDA CITY GAS, MIAMI DADE WATER & SEWER, COMCAST CABLE, AT&T / DISTRIBUTION, FLORIDA POWER & LIGHT, F.P.L. FIBERNET, LEVEL 3 COMMUNICATIONS, HOTLINE COMMUNICATIONS, UNISON NETWORK.



IF PRE-TREKING IN THE ALIGNMENT AND GRADE OF PROPOSED SUB-GRADE SHALL BE PERFORMED SEVEN DAYS IN ADVANCE OF ITS CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE PROPERLY UNDERGROUND UTILITY OWNERS AND THE PROJECT REPRESENTATIVE WITH A SEVEN DAYS ADVANCE NOTICE OF ANY CONFLICT WITH PROPOSED GRADE AND POSSIBLE CONFLICTS.
B. KNOWN UTILITIES IN THE PROJECT LIMITS INCLUDE, BUT ARE NOT LIMITED TO:

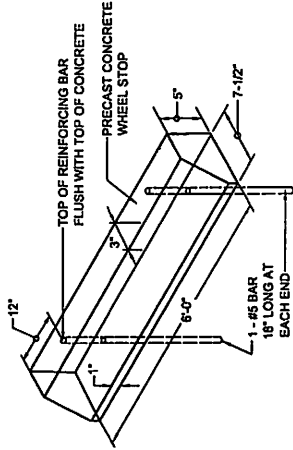


- 
 DENOTES REMOVE EXISTING PAVEMENT, BACKFILL AND SOD
- 
 DENOTES WIDENING: 1.5" ASPHALT CONCRETE SURFACE COURSE (TYPE S), 8" COMPACTED LIMEROCK BASE COURSE, 12" STABILIZED SUBGRADE
- 
 DENOTES LIMITS OF SEAL COATING. ASPHALT SEAL COAT SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE ASPHALT SEALCOAT MANUFACTURERS ASSOCIATION (ASMA).

	DAVID PLUMMER & ASSOCIATES, INC. TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL <small>1000 WEST 10TH AVENUE SUITE 200 DENVER, CO 80202 TEL: 303.733.1100 FAX: 303.733.1101</small>	PROJECT: CITY OF DORAL MORGAN LEVY PARK
RESOURCES: CONTRACTOR SHALL VERIFY ALL DIMENSIONS & FIELD CONDITIONS WITH PROJECT.		TITLE: SITE PLAN
DATE: 05/09/14 DRAWN BY: [blank] CHECKED BY: [blank] PROJECT NO: 13120		SHEET NO: 3

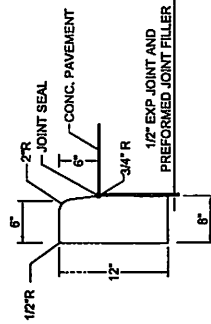
SIGNING AND PAVEMENT MARKING NOTES:

1. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THESE PLANS SHALL CONFORM TO THE 2009 EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS.
2. ALL PAVEMENT MARKINGS SHALL BE PAINT.
3. SIGN ASSEMBLY LOCATIONS SHOWN ON PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, ETC., MAY BE ADJUSTED SLIGHTLY AS DIRECTED BY THE ENGINEER.
4. EXTRUDED ALUMINUM SIGN SUPPORT CLAMPS ARE NOT SPECIFIABLE. ALL RELOCATED SIGNS MUST COMPLY WITH THE STANDARD SPECIFICATIONS. SPECIAL PROVISIONS AND DESIGN STANDARDS AS IF THEY WERE NEW SIGNS. IF EXISTING CLAMPS, BRACKETS, POLES, ETC. NEED TO BE REPLACED THE COST SHALL BE INCLUDED IN THE RELOCATION PAY ITEMS.



- NOTES:**
1. WHEEL STOP FORM SIZES MAY VARY DEPENDING ON MANUFACTURER
 2. CONCRETE STRENGTH SHALL BE 4000 P.S.I.
 3. EXISTING WHEEL STOPS SHALL BE RELOCATED AT ALL LOCATIONS WHERE NEW WHEEL STOPS ARE TO BE INSTALLED.

WHEEL STOP DETAIL
NTS



CONCRETE TYPE "D" CURB DETAIL
NTS



DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL
CORPORATION
1100 SOUTH W. 11TH AVENUE, SUITE 200
FORT WORTH, TEXAS 76104
CERTIFICATE OF AUTHORIZATION NO. 2500

REVISIONS:

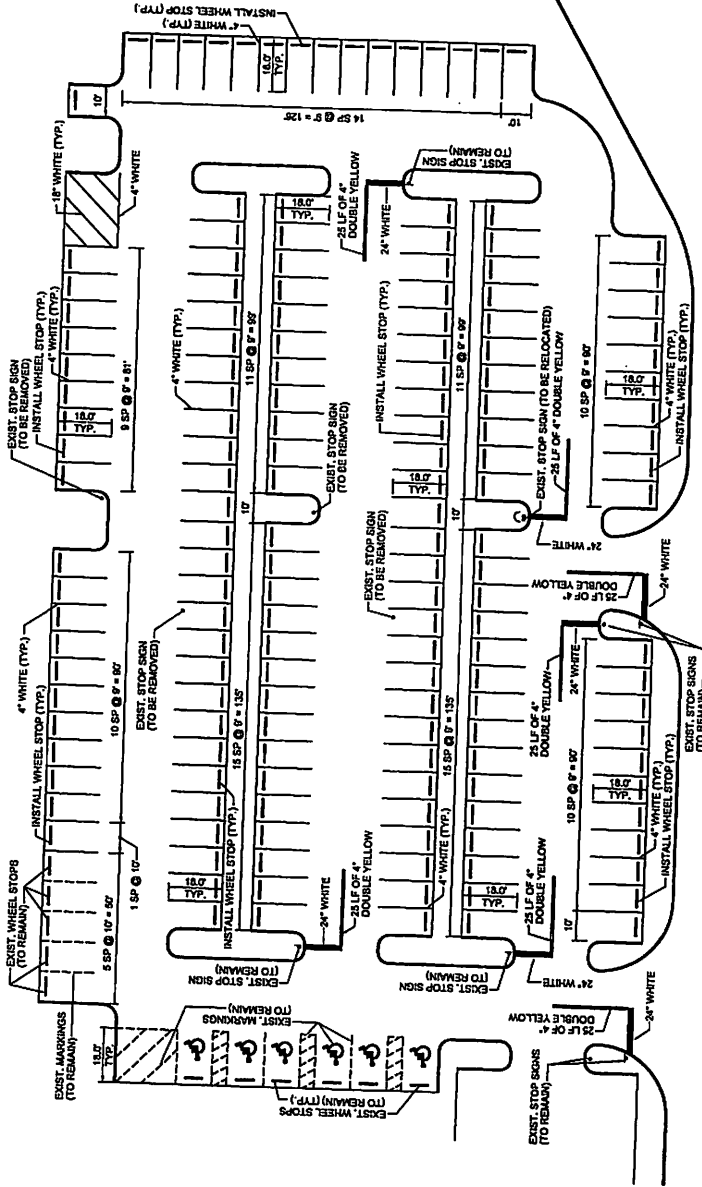
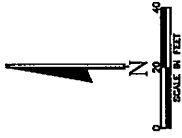
NO.	DATE	DESCRIPTION

DESIGNED BY: **WESLEY ALL**
CHECKED BY: **DAVID PLUMMER**
DATE: **08/14/14**

CITY OF DORAL
MORGAN LEVY PARK

SIGNING AND PAVEMENT MARKING
GENERAL NOTES AND DETAILS

DATE: 08/14/14	PROJECT NO: 13120
SCALE: AS SHOWN	SHEET NO: 4



DATE	12/14/11
BY	JL
PROJECT	SIGNING AND PAVEMENT MARKING PLAN
NO. OF SHEETS	5

TITLE: SIGNING AND PAVEMENT MARKING PLAN

CITY OF DORAL
MORGAN LEVY PARK

REVISIONS:

NO.	DESCRIPTION

CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATIONS AGAINST "AS BUILT" CONSTRUCTION WITH PROJECT.

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL
10000 W. BIRCH AVE., SUITE 100, DORAL, FL 33126
TEL: 305.350.1100 FAX: 305.350.1101



IRRIGATION NOTES & SPECIFICATIONS

GENERAL

THE EXISTING IRRIGATION SYSTEM IS DESIGNED TO ACCOMMODATE MODIFICATIONS TO THE EXISTING PARKING LOT.

ALL INFORMATION REGARDING THE EXISTING IRRIGATION SHALL BE VERIFIED ON SITE.

IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES, CONTRACT DRAWINGS, AND CONTRACT SPECIFICATIONS.

IRRIGATION DESIGN BASED ON "LANDSCAPE PLAN" DATED AUGUST 20 2014. CONTRACTOR SHALL REFER TO THIS PLAN TO COORDINATE SPRINKLER LOCATIONS AND PIPE ROUTING WITH NEW AND EXISTING PLANT LOCATIONS.

THIS IRRIGATION PLAN SHALL BE USED AS A GUIDE ONLY. CONTRACTOR SHALL INSTALL IRRIGATION TO MATCH LANDSCAPING, SIDEWALKS, BUILDINGS, ETC., AND TO OVERCOME THE INHERENT INACCURACIES THAT RESULT WHEN DESIGNING FROM BASE PLANS SCALED AT 1" = 30'.

THE WATER SOURCE IS AN EXISTING WELL.

CONTRACTOR IS ADVISED TO STUDY THE PLANS FOR ADDITIONAL INFORMATION AND TO VISIT THE SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS.

ALL NEW AND EXISTING IRRIGATION SHALL BE IN GOOD WORKING ORDER AT TIME OF FINAL ACCEPTANCE. THE CONTRACTOR SHALL AVOID ANY DAMAGE TO EXISTING SYSTEM AND MAKE NECESSARY REPAIRS WITH LIKE MATERIAL.

PIPING

PIPE ROUTING IS SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS.

PIPE SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND PIPE MANUFACTURER'S INSTRUCTIONS.

PIPE ROUTED UNDER HARDSCAPED AREAS SHALL BE SLEEVED IN SCH 40 PVC. CONTRACTOR SHALL VERIFY THE SIZE, DEPTH, AND LOCATION OF ALL EXISTING SLEEVES.

PIPE SIZED TO LIMIT FLOW VELOCITIES TO 5 FEET/SECOND AND TO LIMIT FRICTION LOSS IN THE PIPING NETWORK.

PIPE SHALL BE INSTALLED SO BACKFILL DEPTHS ARE MAINTAINED AT 24" FOR THE MAIN LINES AND LATERALS ROUTED UNDER PAVEMENT, AT 18" FOR REMAINING MAIN LINES UNDER LANDSCAPED AREAS, AND AT 12" FOR ALL OTHER LATERALS.

BACKFILL SHALL BE OF SUITABLE MATERIAL, FREE OF ROCKS, STONES, AND OTHER DEBRIS THAT WOULD DAMAGE IRRIGATION SYSTEM COMPONENTS.

SPRINKLERS

SPRINKLER LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR LANDSCAPING, SITE LIGHTING, PREVAILING WIND, MOUNDING, ETC. TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. A PRIME OBJECTIVE SHALL BE TO ELIMINATE UNDESIRABLE OVERTHROW.

SPRAY HEADS SHALL BE TORO 570 SERIES. SIX INCH POP-UP TYPE SHALL BE INSTALLED IN AREAS LANDSCAPED WITH SOD AND MULCH.

ALL SPRAY HEADS SHALL BE INSTALLED ON PVC SWING JOINTS CONSISTING OF SCH 40 FITTINGS AND SCH 80 NIPPLES. THE RISER FOR EACH SHRUB SPRINKLER AND BUBBLER SHALL BE 3/4" SCH 40 PVC WHICH SHALL BE PAINTED BLACK TO BE LESS VISIBLE.

EACH SPRAY HEAD SHALL BE EQUIPPED WITH THE APPROPRIATE MPR NOZZLE.

SPRINKLERS SHALL BE INSTALLED TO AND MAINTAINED AT THE PROPER HEIGHT TO ELIMINATE THE CHANCE OF INJURY TO THE PUBLIC.

ADJUSTMENT FEATURES OF SPRINKLERS SPECIFIED SHALL BE UTILIZED TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. LOW ANGLE, FLAT SPRAY, AND ADJUSTABLE ARC NOZZLES SHALL BE USED TO MINIMIZE OVERTHROW.

SPRINKLERS LOCATED ADJACENT TO HARDSCAPED AREAS SHALL BE INSTALLED AWAY FROM HARDSCAPED AREAS TO MINIMIZE OVERTHROW AND THE CHANCE OF DAMAGE BY VEHICLES, PEDESTRIANS, AND LAWN MAINTENANCE PERSONNEL. AS A GENERAL RULE, 6" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 4", SHRUB HEADS AND 12" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 12", AND ROTOR HEADS SHALL BE INSTALLED IN 6".

CONTROL SYSTEM

CONTROL SYSTEM IS AN EXISTING RAIN BIRD ESP SERIES ELECTRIC TYPE.

IF CONTROL LINES ARE DAMAGED REPLACE WITH WIRE OF EQUIVALENT QUALITY. ANY PIPE TO BE REPLACED SHALL MATCH QUALITY AND SIZE OF EXISTING PIPE.

LEGEND

SYMBOL	MODEL NO.	DESCRIPTION	* EST. QUANTITY
⊙ 120	1806-SAM-PRS-10Q	RAIN BIRD 6" POP-UP SPRAY	02
⊙ 124	1806-SAM-PRS-10H	RAIN BIRD 6" POP-UP SPRAY	26
⊙ 122	1806-SAM-PRS-12Q	RAIN BIRD 6" POP-UP SPRAY	01
⊙ 124	1806-SAM-PRS-12H	RAIN BIRD 6" POP-UP SPRAY	01
⊙ 130	1806-SAM-PRS-15Q	RAIN BIRD 6" POP-UP SPRAY	07
⊙ 137	1806-SAM-PRS-15T	RAIN BIRD 6" POP-UP SPRAY	02
⊙ 154	1806-SAM-PRS-15H	RAIN BIRD 6" POP-UP SPRAY	03
⊙ 153	1806-SAM-PRS-RCS	RAIN BIRD 6" POP-UP SPRAY	01
⊙	1806-SAM-PRS	RAIN BIRD 6" POP-UP SPRAY	EXISTING
○	5004-PL-PC	RAIN BIRD 4" POP-UP ROTOR	EXISTING
=====		SCH 40 PVC	AS REQUIRED
-----		NEW SLEEVE	
-----		EXISTING SLEEVE	
⊕		POC	AS REQUIRED
T		CAP	AS REQUIRED

NOTE: ABOVE QUANTITIES ARE FOR COMPARISON ONLY. CONTRACTOR SHALL VERIFY PRIOR TO SUBMITTING BID.

O'Leary Richards Design Associates, Inc.

Landscape Architecture & Planning
8526 SW 92nd Street, Ste. C11 Miami, Florida 33156
Phone: 305.596.8829 Fax: 305.596.0169
Certificate of Authorization #LC26800105

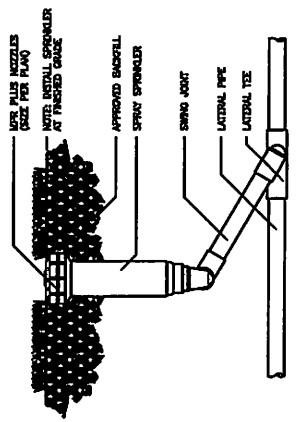
REVISIONS	PROJECT

CITY OF DORAL
MORGAN LEVY PARK

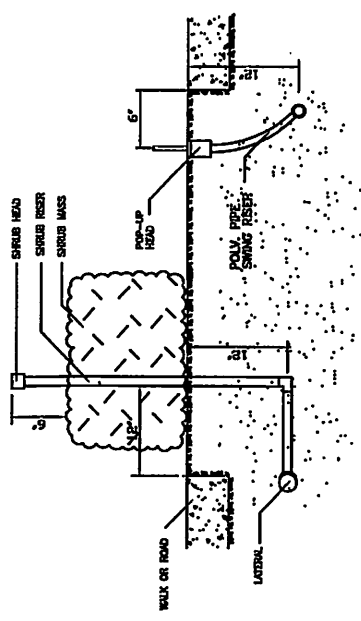
TITLE

IRRIGATION LEGEND & NOTES

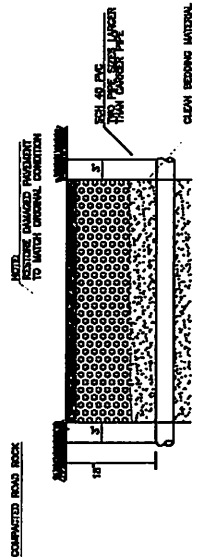
DATE	PROJECT NO.
05/21/14	13120



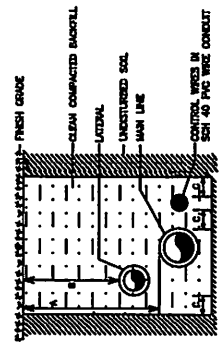
POP-UP SPRINKLER ON PVC SWING JOINT
NOT TO SCALE



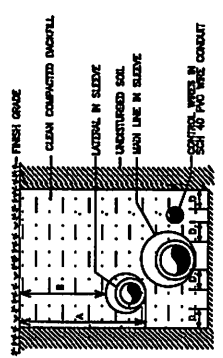
SPRINKLER LOCATION DETAIL
NOT TO SCALE



PIPE SLEEVE DETAIL
NOT TO SCALE



**TRENCHING DETAIL
NON-VEHICLE TRAFFIC AREA**
NOT TO SCALE



**TRENCHING DETAIL
VEHICLE TRAFFIC AREA**
NOT TO SCALE

O'Leary Richards Design Associates, Inc.
Landscape Architecture & Planning
8625 SW 26th Street, Ste. C11 Miami, Florida 33155
T. 305.508.0639 F. 305.508.0180
Certificate of Authorization #LC20000195

REVISIONS
DATE ALL FILES REFERENCED WITH PROJECT

PROJECT
**CITY OF DORAL
MORGAN LEWY PARK**

TITLE
IRRIGATION DETAILS

DATE	12/27/16
BY	LD
SCALE	AS SHOWN
SHEET NO.	8

TREES TO BE RELOCATED



TREE #1 - MAHOGANY



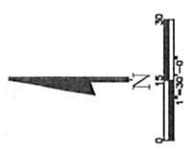
TREE #2 - MAHOGANY



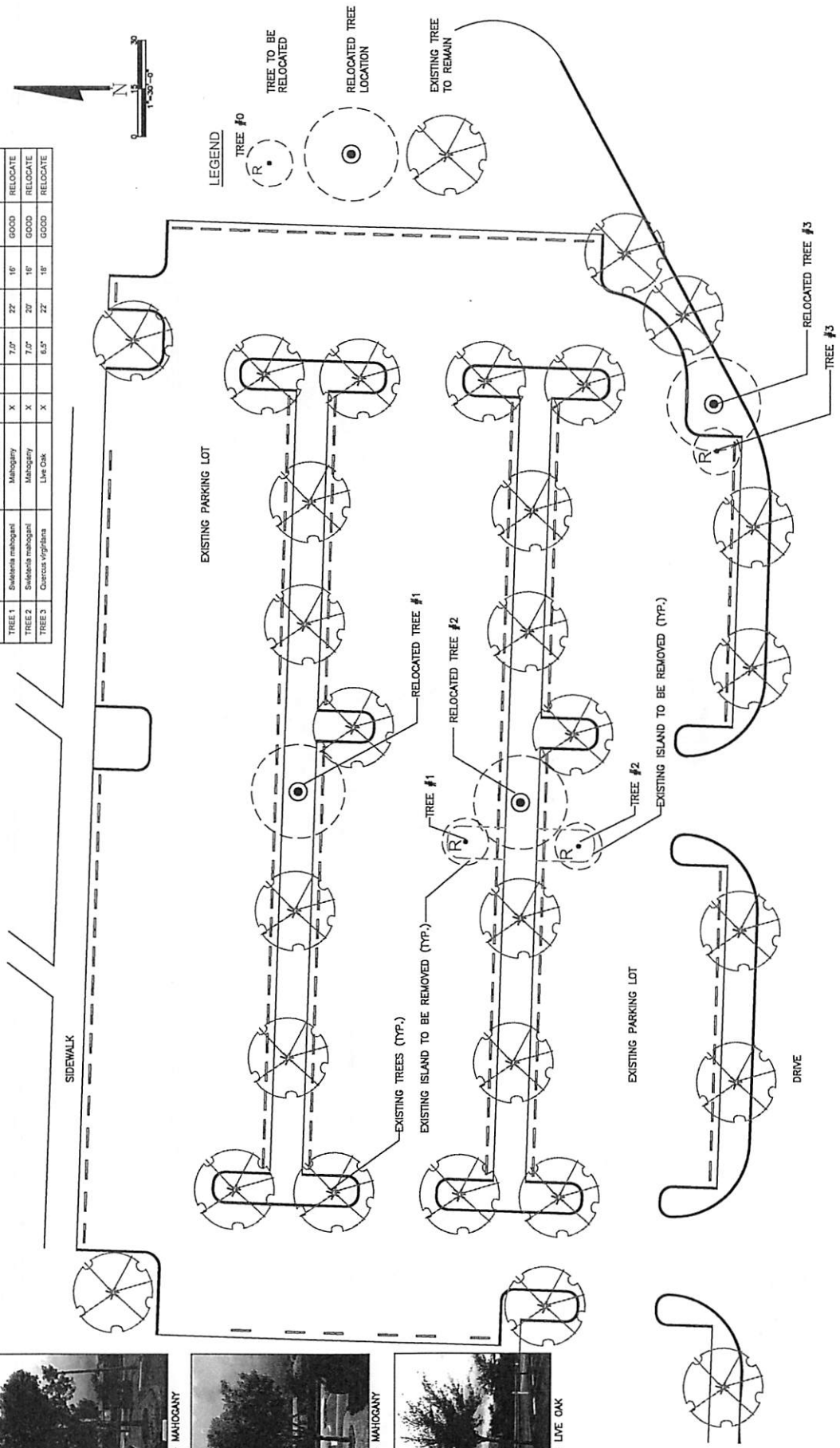
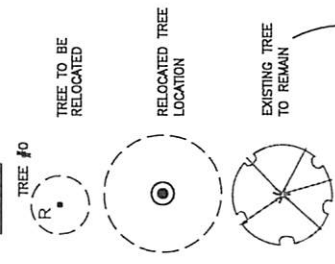
TREE #3 - LIVE OAK

EXISTING TREE RELOCATION LIST

Key	PLANT NAME		NATIVE		DBH (IN.)	HT. (FT.)	SPD. (FT.)	CONDITION	DISPOSITION
	Scientific Name	Common Name	Yes	No					
TREE 1	<i>Bakeliana mahogani</i>	Mahogany	X		7.0"	22'	18'	GOOD	RELOCATE
TREE 2	<i>Bakeliana mahogani</i>	Mahogany	X		7.0"	20'	18'	GOOD	RELOCATE
TREE 3	<i>Quercus virginiana</i>	Live Oak	X		8.5"	22'	18'	GOOD	RELOCATE



LEGEND



PROJECT:	CITY OF DORAL MORGAN LEVY PARK
TITLE:	TREE RELOCATION PLAN
DATE:	10/21/14
SCALE:	AS SHOWN
DESIGNER:	O'Leary Richards Design Associates, Inc.
CONTRACTOR:	CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATE ALL UTILITIES BEFORE COMMENCING ANY WORK.
ADDRESS:	8525 SW 92nd Street, Ste. C11 Miami, Florida
PHONE:	T. 305.506.9160
FAX:	F. 305.506.8628
CERTIFICATE:	Certificate of Authorization #LC26000105
PROJECT NO.:	14-00000009
DATE:	10/21/14
SCALE:	AS SHOWN
DESIGNER:	O'Leary Richards Design Associates, Inc.
CONTRACTOR:	CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATE ALL UTILITIES BEFORE COMMENCING ANY WORK.
ADDRESS:	8525 SW 92nd Street, Ste. C11 Miami, Florida
PHONE:	T. 305.506.9160
FAX:	F. 305.506.8628
CERTIFICATE:	Certificate of Authorization #LC26000105

EXISTING TREE RELOCATION SPECIFICATIONS

PART 1 - GENERAL

1.01 REFERENCES

- A. Comply with applicable requirements of the following standards and references, in case of conflict with other specified requirements, the most stringent requirements shall govern.
- 1. Florida Department of Agriculture, Grades and Standards for Nursery Plants Part II - Palms and Tree (except palms)
- 2. American National Standards Institute (ANSI): Z80.1 - American Standards for Nursery Stock.
- 3. National Arborist Association (NAA): Ref. 1 - Transplanting of Trees and Shrubs in the Northeastern and North Central United States.
- 4. State of Florida Division of Forestry: Tree Protection Manual for Bidders and Developers (latest edition).

DESCRIPTION

- 1.02 The relocation of all existing trees will occur within Morgan Levy Park.
- A. All areas where relocated trees are to be planted are directly accessible to tree planting equipment.
- B. Relocation will be as shown on plans.
- C. The CONTRACTOR will be responsible for backfilling of planting pits.
- D. Remove other existing trees, stumps, vines and undergrowth as specified or as indicated on plans, or as directed by the Landscape Architect, to accommodate new plantings.

QUALITY ASSURANCE

- 1.03 CONTRACTOR to be qualified in tree and palm relocation, in conformance with all state and local regulations and requirements for permitting.
- A. CONTRACTOR to provide (3) references, documenting similar work satisfactorily performed, upon request of Landscape Architect.
- B. CONTRACTOR to exercise care and caution with relocation operations, and provide root pruning in advance of relocation. Remove trees, or as required, for support other root pruning.
- C. Limits of Warranty - Damage by Others
- 1.04 CONTRACTOR to be responsible for backfilling of planting pits.

SUBMITTALS

- 1. CONTRACTOR to submit list of proposed equipment to be used in relocations, and qualifications of the OWNER or other governing body.
- 2. Relocated trees are not included in the warranty for this project.

PART 2 - PRODUCTS

- 2.01 MATERIALS
- A. CONTRACTOR shall provide clean fresh water as required until final acceptance of tree relocation.
- B. CONTRACTOR to provide nutrients, bracing, and other materials necessary for tree relocation operations.
- C. Planting Soil shall be a weed and root free mixture of 60% fresh water sand and 40% Florida horticultural grade peat, or equivalent (approved materials from planting areas shall be removed from site).

PART 3 - EXECUTION

- 3.01 PLANTING OPERATIONS
- A. Trees should be transported a minimum of six (6) weeks in advance of relocation, unless otherwise approved in writing by OWNER. Requiring is the physical cutting of the roots to minimize root damage and periods capable of bearing roots or disturbing the soil beyond the grading limit is not allowed.
- B. Trees shall be properly prepared and handled during moving to prevent damage, drying/desiccation or breakage of rootlets occurring or breakage of trunk and limbs or destruction of foliage. Improperly handled, or damaged material shall be subject to rejection by the Landscape Architect and replacement in kind at the CONTRACTOR'S expense.
- C. Root prune trees as noted to a depth of 24 inches by trencher, backhoe, or other approved means. Tree roots at the edge of the trench and behind the equipment damaged roots.
- D. Backfill root pruning trench with existing soil mixed with peat moss or well-rotted sawdust to a mixture of approximately 75 percent soil and 25 percent humus. Tamp lightly to set soil.
- E. Trees shall be repacked as soon as possible after digging. No tree shall be kept out of the ground longer than six hours. While digging, carefully protect all rootball of trees from sun, wind and drying.
- F. Apply mulch to a depth of 4 to 6 inches a minimum diameter radius around tree to reduce evaporation and increase moisture retention. Mulch depth shall be reduced to grade at base trunk.

MAINTENANCE

- A. Clean Up: CONTRACTOR to provide clean up and removal of debris as required after operations for tree relocation.
- B. Sod restoration: CONTRACTOR shall restore sod with St. Augustine 'Floratum' Sod installed on 2" topsoil bed.
- C. Temporary Watering: Thoroughly soak root zone of relocated material until tree relocation is complete and accepted by Landscape Architect. It will be the CONTRACTOR'S responsibility to water all relocated plant material in sufficient quantity to promote vigorous growth, until final acceptance or the irrigation system is fully operational.

- D. Pruning, if required, shall be in accordance with standard horticultural practices as published by the National Arborist Association, or as directed by the Owner. Prune to remove dead wood, injured branches, or suckers, or to generally thin and shape in conformance with natural growth of the species. Do not apply pruning paint to wounds.
- E. The CONTRACTOR is responsible for re-setting and re-bracing of trees blown over or leaning from hurricane force winds. This Work will occur immediately (within one week from date of hurricane). Payment for this Work will be additional and will be negotiated by the Owner. Any re-setting and re-bracing caused by winds less than hurricane force, and until final acceptance, is the responsibility of the Contractor, at no additional cost to Owner.
- F. Stake and secure all plant material according to the drawings. All plant material shall be staked unless otherwise directed by Owner. Allow no direct contact between banding and trunk and do not girdle tree trunks.
- G. Fertilize planting soil for trees using "AgriForm" tablets as recommended by the manufacturer. In addition, use "terra-sorb" Super Absorbent Polymer, per manufacturer's instructions.
- H. Stake and secure all plant material according to the drawings. All plant material shall be staked unless otherwise directed by Owner. Allow no direct contact between banding and trunk and do not girdle tree trunks.
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- K. If settlement of any plant after planting is determined by the Owner to be excessive, the Contractor shall replant it at no cost to the Owner.
- L. Fertilize planting soil for trees using "AgriForm" tablets as recommended by the manufacturer. In addition, use "terra-sorb" Super Absorbent Polymer, per manufacturer's instructions.
- M. Stake and secure all plant material according to the drawings. All plant material shall be staked unless otherwise directed by Owner. Allow no direct contact between banding and trunk and do not girdle tree trunks.
- N. Pruning, if required, shall be in accordance with standard horticultural practices as published by the National Arborist Association, or as directed by the Owner. Prune to remove dead wood, injured branches, or suckers, or to generally thin and shape in conformance with natural growth of the species. Do not apply pruning paint to wounds.
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CONTRACTOR'S RESPONSIBILITIES

- 1. All trees shall be staked immediately after planting in accordance with the tree planting detail.
- 2. Set trees in vertical position such that the top of rootball remains approximately 1" above finish grade. All plant material shall be watered in at the time of installation to eliminate air pockets.
- 3. Set plant in upright position in center of hole, on compacted planting dome as indicated. Place "planting soil" around rootball in layers up to 12" deep. Carefully tamp and thoroughly water each layer. When 2/3 of the hole has been backfilled and compacted, remove burp from the upper part of the ball. Fill planting hole to finish grade (minus allowance for mulch or other cover as required) form a saucer with a 4" lip as wide as the opening of the pit and water thoroughly so that soil is saturated and settled.
- 4. If settlement of any plant after planting is determined by the Owner to be excessive, the Contractor shall replant it at no cost to the Owner.
- 5. Fertilize planting soil for trees using "AgriForm" tablets as recommended by the manufacturer. In addition, use "terra-sorb" Super Absorbent Polymer, per manufacturer's instructions.
- 6. Stake and secure all plant material according to the drawings. All plant material shall be staked unless otherwise directed by Owner. Allow no direct contact between banding and trunk and do not girdle tree trunks.
- 7. Pruning, if required, shall be in accordance with standard horticultural practices as published by the National Arborist Association, or as directed by the Owner. Prune to remove dead wood, injured branches, or suckers, or to generally thin and shape in conformance with natural growth of the species. Do not apply pruning paint to wounds.
- 8. The CONTRACTOR is responsible for re-setting and re-bracing of trees blown over or leaning from hurricane force winds. This Work will occur immediately (within one week from date of hurricane). Payment for this Work will be additional and will be negotiated by the Owner. Any re-setting and re-bracing caused by winds less than hurricane force, and until final acceptance, is the responsibility of the Contractor, at no additional cost to Owner.
- 9. CONTRACTOR to be responsible for backfilling of planting pits.
- 10. Remove other existing trees, stumps, vines and undergrowth as specified or as indicated on plans, or as directed by the Landscape Architect, to accommodate new plantings.
- 11. Relocation will be as shown on plans.
- 12. The CONTRACTOR will be responsible for backfilling of planting pits.
- 13. CONTRACTOR to exercise care and caution with relocation operations, and provide root pruning in advance of relocation. Remove trees, or as required, for support other root pruning.
- 14. Limits of Warranty - Damage by Others
- 15. CONTRACTOR to be responsible for backfilling of planting pits.
- 16. CONTRACTOR to be qualified in tree and palm relocation, in conformance with all state and local regulations and requirements for permitting.
- 17. CONTRACTOR to provide (3) references, documenting similar work satisfactorily performed, upon request of Landscape Architect.
- 18. CONTRACTOR to exercise care and caution with relocation operations, and provide root pruning in advance of relocation. Remove trees, or as required, for support other root pruning.
- 19. Damage by Others
- 20. CONTRACTOR to be responsible for backfilling of planting pits.
- 21. Relocated trees are not included in the warranty for this project.
- 22. The OWNER or other governing body.

PLANTING OPERATIONS

- 1. Trees should be transported a minimum of six (6) weeks in advance of relocation, unless otherwise approved in writing by OWNER. Requiring is the physical cutting of the roots to minimize root damage and periods capable of bearing roots or disturbing the soil beyond the grading limit is not allowed.
- 2. Trees shall be properly prepared and handled during moving to prevent damage, drying/desiccation or breakage of rootlets occurring or breakage of trunk and limbs or destruction of foliage. Improperly handled, or damaged material shall be subject to rejection by the Landscape Architect and replacement in kind at the CONTRACTOR'S expense.
- 3. Root prune trees as noted to a depth of 24 inches by trencher, backhoe, or other approved means. Tree roots at the edge of the trench and behind the equipment damaged roots.
- 4. Backfill root pruning trench with existing soil mixed with peat moss or well-rotted sawdust to a mixture of approximately 75 percent soil and 25 percent humus. Tamp lightly to set soil.
- 5. Trees shall be repacked as soon as possible after digging. No tree shall be kept out of the ground longer than six hours. While digging, carefully protect all rootball of trees from sun, wind and drying.
- 6. Apply mulch to a depth of 4 to 6 inches a minimum diameter radius around tree to reduce evaporation and increase moisture retention. Mulch depth shall be reduced to grade at base trunk.

RELOCATION OPERATIONS

- 1. All trees shall be staked immediately after planting in accordance with the tree planting detail.
- 2. Set trees in vertical position such that the top of rootball remains approximately 1" above finish grade. All plant material shall be watered in at the time of installation to eliminate air pockets.
- 3. Set plant in upright position in center of hole, on compacted planting dome as indicated. Place "planting soil" around rootball in layers up to 12" deep. Carefully tamp and thoroughly water each layer. When 2/3 of the hole has been backfilled and compacted, remove burp from the upper part of the ball. Fill planting hole to finish grade (minus allowance for mulch or other cover as required) form a saucer with a 4" lip as wide as the opening of the pit and water thoroughly so that soil is saturated and settled.
- 4. If settlement of any plant after planting is determined by the Owner to be excessive, the Contractor shall replant it at no cost to the Owner.
- 5. Fertilize planting soil for trees using "AgriForm" tablets as recommended by the manufacturer. In addition, use "terra-sorb" Super Absorbent Polymer, per manufacturer's instructions.
- 6. Stake and secure all plant material according to the drawings. All plant material shall be staked unless otherwise directed by Owner. Allow no direct contact between banding and trunk and do not girdle tree trunks.
- 7. Pruning, if required, shall be in accordance with standard horticultural practices as published by the National Arborist Association, or as directed by the Owner. Prune to remove dead wood, injured branches, or suckers, or to generally thin and shape in conformance with natural growth of the species. Do not apply pruning paint to wounds.
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- 9. CONTRACTOR to be responsible for backfilling of planting pits.
- 10. Remove other existing trees, stumps, vines and undergrowth as specified or as indicated on plans, or as directed by the Landscape Architect, to accommodate new plantings.
- 11. Relocation will be as shown on plans.
- 12. The CONTRACTOR will be responsible for backfilling of planting pits.
- 13. CONTRACTOR to exercise care and caution with relocation operations, and provide root pruning in advance of relocation. Remove trees, or as required, for support other root pruning.
- 14. Limits of Warranty - Damage by Others
- 15. CONTRACTOR to be responsible for backfilling of planting pits.
- 16. CONTRACTOR to be qualified in tree and palm relocation, in conformance with all state and local regulations and requirements for permitting.
- 17. CONTRACTOR to provide (3) references, documenting similar work satisfactorily performed, upon request of Landscape Architect.
- 18. CONTRACTOR to exercise care and caution with relocation operations, and provide root pruning in advance of relocation. Remove trees, or as required, for support other root pruning.
- 19. Damage by Others
- 20. CONTRACTOR to be responsible for backfilling of planting pits.
- 21. Relocated trees are not included in the warranty for this project.
- 22. The OWNER or other governing body.

RELOCATION OPERATIONS



Exhibit “B”
RP Utility and Excavation Proposal

Exhibit "C"
Payment Form

Application For Payment No. _____

To: City of Doral
From: _____
Agreement: _____
Project: _____
City's Agreement No. _____
For Work accomplished through the date of: _____

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	_____ % of completed Work:	\$ _____
	_____ % of stored material:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments:	\$ _____
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ _____

Accompanying Documentation: _____

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from City on account of Work done under the Agreement referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to City at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to City indemnifying City against any such lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Agreement Documents and not defective.

Date Contractor

By: _____

State of _____
County of _____

Subscribed and sworn to before me this ___ day of _____, 20__

Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

City's Representative

APPLICATION FOR PAYMENT INSTRUCTIONS

A. GENERAL INFORMATION

The sample form of Schedule of Values is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by City and Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the law provides), and Contractor elects to deposit securities in lieu of retainage.

B. COMPLETING THE FORM

The Schedule of Values, submitted and approved, should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. LEGAL REVIEW

All accompanying documentation of a legal nature, such as lien waivers, should be reviewed by an attorney.

Application No. _____

Date: _____

ITEM	UNIT PRICE	ESTIMATED QUANTITY	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED
1.	\$		\$		\$		\$	\$
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
TOTAL			\$		\$		\$	\$

Note: Total Schedule of Values Amount should equal the current Contract Price.

Exhibit “D”
Insurance Requirements

**INSURANCE REQUIREMENTS- CONSTRUCTION
REQUIREMENTS FOR MORGAN LEVY PARK PARKING LOT
IMPROVEMENTS**

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

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

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
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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

IV. Umbrella/Excess Liability (Excess Follow Form)

- A. Limits of Liability
- | | |
|------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Policy Aggregate | \$1,000,000 |

City of Doral listed as an additional insured

V. Owners & Contractor's Protective

- A. Limits of Liability
- | | |
|------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Policy Aggregate | \$1,000,000 |

City of Doral listed as the named insured

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

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

RESOLUTION No. 15-02

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID #2014-39 "MORGAN LEVY PARK PARKING LOT IMPROVEMENTS" TO RP UTILITY AND EXCAVATION CORP.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE PROVISION OF CONSTRUCTION OF CERTAIN IMPROVEMENTS TO MORGAN LEVY PARK PARKING LOT IN AN AMOUNT NOT TO EXCEED \$75,000.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH THE FOLLOWING LOWEST BIDDER BEJAR CONSTRUCTION, INC. IF AN AGREEMENT CANNOT BE NEGOTIATED WITH THE PRECEDING BIDDER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Invitation to Bid #2014-39 "Morgan Levy Park Parking Lot Improvement" (the "ITB"), for which the City received four (4) bids by the November 24, 2014 deadline, with all companies meeting the required criteria; and

WHEREAS, upon review of the bids received, RP Utility and Excavation Corp. was deemed the most responsive and responsible bidder; and

WHEREAS, Staff has recommended that the City Council authorize to award the ITB to RP Utility and Excavation Corp. to provide construction of the parking improvements for Morgan Levy park, to authorize the City Manager negotiate and enter into an agreement or if the negotiations fail with the firm with the lowest bid, in an amount not to exceed \$75,000.00, and to authorize the City manager to negotiate with the following lowest bidder if an agreement cannot be reached with the preceding bidder,

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

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

Section 2. Approval of Award. The award of the ITB to RP Utility and Excavation Corp. is approved, pursuant to an agreement following the terms of the bid, in an amount not to exceed \$75,000.00, subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with RP Utility and Excavation Corp., on such terms and conditions as may be appropriate to protect and further the interests of the City for this matter and subject to approval as to form and legal sufficiency by the City Attorney. This Authorization does not create or confer any rights to RP Utility and Excavation Corp. If negotiations are unsuccessful with RP Utility and Excavation Corp., the City Manager is authorized to proceed with negotiating an agreement with the following lowest bidder.

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

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

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

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 13th day of January, 2015.




LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, INTERIM CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL.



WEISS, SEROTA, HELFMAN, COLE,
BIERMAN & POPOK, PL
CITY ATTORNEY