

SECTION 00500 - CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the 9 day of October by and between the City of Doral (hereinafter called the "CITY") and Maggolc, Inc (hereinafter called "CONTRACTOR") located at: 11020 SW 55th Street, Miami, FL 33165.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

ARTICLE 2 – Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: The Project consists of **Stormwater Improvements Sub Basin A-4** all in accordance with **ITB No. 2019-30** which is incorporated herein.

ARTICLE 3 – CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

3.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Carlos Arroyo, Public Works Director, at City of Doral Government Center, 8401 NW 53rd Terrace Doral, Florida 33166.

3.2 The CITY's ARCHITECT referred to in any of the Contract Documents designated herein is _____ N/A _____, _____ N/A _____.

3.3 The CITY's ENGINEER referred to in any of the Contract Documents designated herein is Carlos Ortega, P.E., at ADA Engineering, Inc, 8550 NW 33rd Street Doral, Florida 33122.

ARTICLE 4 – TERM

4.1 Contract Times. Contract Time will commence on the date the Agreement is executed and shall continue consequently for a period of **two hundred and forty (240) calendar days**. Work shall be completed ("Final Completion") and shall be ready for final payment in accordance with the Contract Documents within thirty (30) calendar days from the date substantial completion is accepted.

4.2 Term. This Contract shall not be effective until it is fully executed between the CITY and the CONTRACTOR. The term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00710 – General Conditions, Article 12, Suspension of Work and Termination.

4.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00710 – General Conditions, Article 13, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

4.4 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY **\$2,000.00** for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY **\$2,000.00** for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

4.5 Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any other liquidated damages, all actual additional costs or losses incurred by the CITY including, but not limited to, completion contractor services, financing, professional services, unrealized revenue, will be the responsibility of the CONTRACTOR.

4.6 Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged the CONTRACTOR shall be liable for said amount.

ARTICLE 5 – CONTRACT PRICE

5.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article. The CONTRACTOR shall provide the Work at a not to exceed amount of **\$798,280.00**.

Seven Hundred Ninety Eight Dollars Two Hundred And Eighty Dollars *(Written Amount)*

5.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form Section 00410. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

5.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 CONTRACTOR shall submit Applications for Payment in accordance with the Section 00710 - General Conditions, Article 11, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.

6.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

6.2.1 No progress payment shall be made until CONTRACTOR delivers to the CITY complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date.

6.3 The CONTRACTOR agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in Section 00710 - General Conditions, Article 11, Payments to Contractor and Completion.

6.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

6.4 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY'S rights hereunder or at law or in equity.

6.5 The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the CITY complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to CITY to defend and indemnify CITY and any other property owner, person or entity CITY may be required to indemnify against any lien or claim.

6.6 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, CITY shall pay the remainder of the Contract Price and any retainage as recommended by the CITY'S REPRESENTATIVE.

ARTICLE 7 – INSURANCE/INDEMNIFICATION.

7.1 Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

7.2 Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

8.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including “technical data.”

8.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

8.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

8.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

8.5 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

8.6 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

8.7 The CONTRACTOR has given the CITY’S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY’S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.8 The CONTRACTOR warrants the following:

8.8.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

8.8.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

8.8.3 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

8.8.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Section 00456, of the Instructions to Bidders.

ARTICLE 9 – CONTRACT DOCUMENTS.

9.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

9.1.1 Change Orders.

9.1.2 Field Orders.

9.1.3 Contract for Construction.

9.1.4 Exhibits to this Contract.

9.1.5 Supplementary Conditions.

9.1.6 General Conditions.

9.1.7 Any federal, state, county or city permits for the Project

9.1.8 Specifications bearing the title: (N/A)

9.1.9 Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: Work Order No.

- 9.1.10** Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.
- 9.1.11** Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 9.1.12** The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 9.1.13** There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.
- 9.1.14** The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.
- 9.1.15** The General Conditions discuss the bond and surety requirements of the CITY. This Contract does [x], does not [] require bonds. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

ARTICLE 10 – MISCELLANEOUS.

10.1 Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders also apply to this Contract.

10.2 Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or

phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

10.5 Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply.

10.6 Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

10.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

10.8 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

10.9 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CITY: Albert Childress, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

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

FOR CONTRACTOR: Mario Gonzalez
Maggolc, Inc.
11020 SW 55th Street
Miami, FL 33165

10.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.


10.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees at the trial and appellate level.

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Olga Leon, certify that I am the Secretary of Maggolc Inc. and that Mario Gonzalez, who signed the Bid with the City of Doral, Miami-Dade County, Florida for Maggolc Inc, is President of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 2 day of October, 2019.

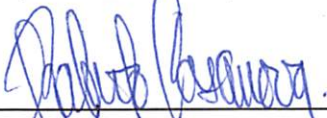
(SEAL) 
Signature

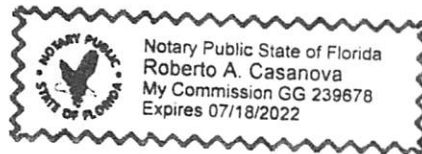
Olga Leon / Secretary
Type Name and Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 2 day of October, 2019.

My Commission Expires:


Notary Public



IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF DORAL, FLORIDA, signing by and through its City Manager, authorized to execute same by Council action on the 9 day of Oct, 2019, and by Maggold Inc (Contractor), signing by and through its president, duly authorized to execute same.

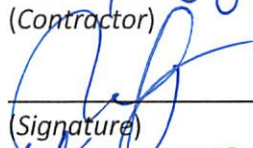
WITNESS

By: 
(Signature and Corporate Seal)

Olga Leon / secretary
(Print Name and Title)

CONTRACTOR

Maggold Inc.
(Contractor)


(Signature)
Mario Gonzalez / president.
(Print Name and Title)

2 day of October, 2019

ATTEST


Connie Diaz, City Clerk

CITY OF DORAL


Albert Childress, City Manager

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


Luis Figueredo, City Attorney

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2019

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

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

PRODUCER Eastern Insurance Group, Inc. 9570 SW 107 Avenue Suite 104 Miami FL 33176	CONTACT NAME: Amanda Nogues PHONE (A/C, No, Ext): (305) 595-3323 FAX (A/C, No): (305) 595-7135 E-MAIL ADDRESS: amanda@easterninsurance.net																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER B:</td> <td>Mapfre Insurance Co. of Florida</td> <td>34932</td> </tr> <tr> <td>INSURER C:</td> <td>National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER D:</td> <td>BusinessFirst Insurance Co.</td> <td>11697</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Colony Insurance Company	39993	INSURER B:	Mapfre Insurance Co. of Florida	34932	INSURER C:	National Union Fire Ins. Co.	19445	INSURER D:	BusinessFirst Insurance Co.	11697	INSURER E:			INSURER F:	
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INSURED Maggoc, Inc. 11020 SW 55 Street Miami FL 33165																					


COVERAGES **CERTIFICATE NUMBER:** Master 19-20 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	103 GL 0031393-00	09/22/2019	09/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5204070000589	07/17/2019	07/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU080703521	09/22/2019	09/22/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	521-11888	09/22/2019	09/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Notice of Award ITB 2019-30 for the Stormwater Improvements at Sub Basin A-4
Certificate holder is listed as additional insured with respect to general liability. Coverage as additional insured is provided if required by written contract.

CERTIFICATE HOLDER City of Doral 8401 NW 53 Terrace Doral FL 33166	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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This is the *front page* of the performance/payment bond issued in compliance with
Florida Statute Chapter 255.05

Surety Name: Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
(203) 542-3800

Bond Number: 0215063

Contractor Name: Maggolc, Inc.
11020 SW 55 Street
Miami, FL 33165
(786) 291-2949

Owner Name: City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

Project Number: ITB No. 2019-30

Project Description: Stormwater Improvements: Sub-Basin A-4

Project Address: Doral, Florida

Legal Description of Property: Stormwater Improvements: Sub-Basin A-4

This is the *front page* of the bond. All other pages are subsequent regardless of the
pre-printed numbers.

SECTION 00600 - BONDS AND CERTIFICATES

SECTION 00612 - FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, Maggolc, Inc. as Principal, hereinafter called Contractor, and Berkley Insurance Company, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of Dollars (\$ ^{(Seven Hundred Ninety Eight Thousand} ~~798,280.00~~ Two Hundred Eighty and 00/100) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB No. 2019-30**, awarded the 16th day of September, 2019, with the City for City of Doral **Stormwater Improvements: Sub-Basin A-4, ITB No. 2019-30**, in accordance with specifications prepared by the City of Doral which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pay Obligee all losses, damages (including, but not limited to, damages for delay (specifically, liquidated damages as per section 00710 – General Conditions of the ITB and section 3.4 of the Construction Contract) and actual damages caused or arising out of the acts, omissions or negligence of Contractor), expenses, costs, and attorney’s fees including attorney’s fees incurred in appellate proceedings, that Obligee sustain because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.

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

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

Signed and sealed this 4th day of October, 2019.

WITNESS:

Maggolc, Inc.
11020 SW 55th Street, Miami, FL 33165

By: _____
 (Signature and Title)

(CORPORATE SEAL)

Mario Gonzalez, President
 (Type Name and Title signed above)

WITNESS:

Maggolc, Inc.
 (Name of Corporation)

 Secretary

By: _____
 (Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY: Berkley Insurance Company

By:

Michael A. Bonet

*Agent and Attorney-in-fact
Michael A. Bonet



Address:

475 Steamboat Road

(Street)

(City/State/Zip Code)

Greenwich, CT 06830

Telephone No.:

(203) 542-3800

* (Power of Attorney must be attached)

State of Florida

County of Miami-Dade

On this, the 4th day of October, 2019, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of Maggolc, Inc. (name of Corporation), a Florida (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

And official seal

Stefany R Delgado

Notary Public, State of



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

Personally known to me, or

Personally identification:

(Type of Identification Produced)

Did take an oath, or

Did NOT take an oath

CERTIFICATES TO CORPORATE PRINCIPAL

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

(COROPORATE SEAL)

(Name of Corporation)

END OF SECTION

SECTION 00614 - FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, Maggolc, Inc. as Principal, hereinafter called Contractor, and Berkley Insurance Company, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of Seven Hundred Ninety Eight Thousand Two Hundred Eighty and 00/100 Dollars (\$798,280.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB No. 2019-30**, awarded the 16th day of September, 2019, with the City of Doral for **Stormwater Improvements: Sub-Basin A-4**, in accordance with drawings (plans) and specification prepared by the City of Doral which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for **Stormwater Improvements: Sub-Basin A-4**, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pay Obligee all losses, damages (including, but not limited to, damages for delay (specifically, liquidated damages as per section 00710 – General Conditions of the ITB and section 3.4 of the Construction Contract) and actual damages caused or arising out of the acts, omissions or negligence of Contractor), expenses, costs, and attorney’s fees including attorney’s fees incurred in appellate proceedings, that Obligee sustain because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR** from the final acceptance notice.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

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

4.1 Complete the Contract in accordance with its terms and conditions; or

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

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

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

Signed and sealed this 4th day of October, 2019.

WITNESS: _____

(Name of Corporation)
Maggolc, Inc.

By: _____

Secretary

(Signature and Title)

(CORPORATE SEAL)

Mario Gonzalez, President

(Type Name & Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY: Berkley Insurance Company

By:

Michael A. Bonet

*Agent and Attorney-in-fact
Michael A. Bonet

Address:

475 Steamboat Road

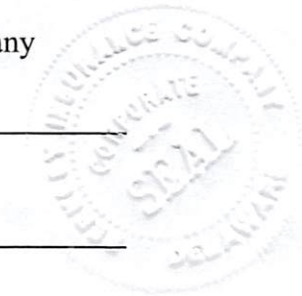
(Street)

(City/State/Zip Code)

Greenwich, CT 06830

Telephone No.:

(203) 542-3800



* (Power of Attorney must be attached)

State of Florida

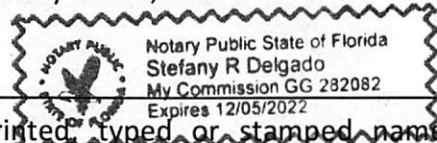
County of Miami-Dade

On this, the 4th day of October, 2019, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of Maggolc, Inc. (name of Corporation), a Florida (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

And official seal

Stefany R Delgado
Notary Public, State of Florida



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

Personally known to me, or

Personally identification:

(Type of Identification Produced)

Did take an oath, or

Did NOT take an oath

Bonded by: Travelers Casualty and Surety Company of America

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Roy V. Fabry or Michael A. Bonet of RSC Insurance Brokerage, Inc. of Miami, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of April, 2018.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 17th day of April, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 4th day of October, 2018.
Vincent P. Forte
Vincent P. Forte

(Seal)

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

RESOLUTION No. 19-217

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARING INVITATION TO BID #2019-30, "STORMWATER IMPROVEMENTS AT SUB BASIN A-4" TO MAGGOLC, INC, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING AN AGREEMENT BETWEEN THE CITY OF DORAL AND MAGGOLC, INC IN AN AMOUNT NOT TO EXCEED \$878,108.00, FOR STORMWATER IMPROVEMENTS AT SUB BASIN A-4 ALONG NW 84 AVENUE BETWEEN NW 25 STREET TO NW 12 STREET; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONSTRUCTION AGREEMENT WITH THE NEXT LOWEST BIDDER SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP BIDDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, Sub Basin A-4, a portion of Year 5 of the 5-Year Stormwater Master Plan, consists of the areas along NW 84 Avenue between NW 25 Street and NW 12 Street; and

WHEREAS, the scope of work at Sub Basin A-4 includes the construction of new inlets, manholes, solid pipe, exfiltration trench, milling and resurfacing, and striping; and

WHEREAS, the City issued Invitation to Bid (ITB) #2019-30, "Stormwater Improvements at Sub Basin A-4" (the "ITB"), for which the City received fourteen (14) response by the August 6, 2019 submittal deadline, with all firms meeting the required criteria; and

WHEREAS, upon review of bids received, staff determined that Maggolc, Inc was the lowest most responsive and responsible bidder (the "Contractor"); and

WHEREAS, a copy of Contractor's Bid Submittal, which includes the "Construction Agreement", in substantially the form provided, the ITB Inventory, and Bid Tabulation are all attached as Exhibit "A", which is incorporated herein and made a part hereof by this reference; and

WHEREAS, staff has recommended that the City Council award the ITB to the Contractor, approve the Construction Agreement with Contractor in a not to exceed amount of \$878,108.00, which includes a 10% contingency to address any unforeseen conditions, and authorize the manager to execute the Construction Agreement and to expend budgeted funds in furtherance hereof; and

WHEREAS, funding for this request is available in Fiscal Year 2016-17 from the Public Works Stormwater Fund – Contractual Services, Account No. 401.80005.500650 (\$1,500,000.00), and from PO 2017-2232 carried forward from Fiscal Year 2017-18 (\$875,655.78).

WHEREAS, staff has recommended that the City Council award the ITB to the Contractor, approve the Construction Agreement with Contractor in a not to exceed amount of \$878,108.00, which includes a 10% contingency to address any unforeseen conditions, and authorize the manager to execute the Construction Agreement and to expend budgeted funds from the Public Works Stormwater Fund- Contractual Services, Account 401.80005.500650 in furtherance hereof.

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

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

Section 2. Approval. The Construction Agreement between the City and Contractor for the Project, in substantially the form provided in Exhibit "A", in the amount of \$878,108.00 which includes a 10% contingency to address any unforeseen conditions, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Construction Agreement and expend budgeted funds on behalf of the City in furtherance hereof. The City Manager is further authorized to negotiate and enter into an agreement with the next highest ranked firm successively, if an agreement cannot be entered into with Contractor, provided the next bidder accepts the contract amount approved above.

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

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

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

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

PASSED AND ADOPTED this 11 day of September, 2019.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY