

**FIRST AMENDMENT TO CONSTRUCTION CONTRACT NO. 1 BETWEEN
THE CITY OF DORAL, FLORIDA
AND
WAYPOINT CONTRACTING, INC.**

This First Amendment to the Construction Contract made between the City of Doral, Florida, a municipal corporation of the State of Florida ("City") and Waypoint Contracting, Inc. ("Consultant") having its place of business at 7955 NW 12th Street, Suite 400, Doral, FL 33126, for the provision of Construction Services associated with the for Minor Repairs, Alterations, and Remodeling Services.

WHEREAS, the City of Doral is presently engaged in the construction services for Minor Repairs, Alterations, and Remodeling Services on as needed basis.

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Amendments. The following Sections of the Construction Contract are hereby amended to read as follows:

11. FORCE MAJEURE:

11.1 It is understood that performance of any act by the City or Consultant hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, epidemic or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement"

12. INDEMNIFICATION:

12.1 Consultant shall indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's acts, errors, omission negligence, reckless, or intentionally wrongful conduct under this Agreement Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's acts, errors, omission negligence, reckless, or intentionally wrongful conduct.

EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the Construction Contract dated April 1, 2020, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original.

WITNESSES:

By: 

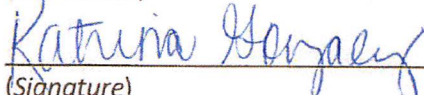
(Signature and Corporate Seal)

Juanita Arevalo, Estimator

(Print Name and Title)

CONSULTANT: Waypoint Contracting,
Inc.

(Contractor)



(Signature)

Katrina Gonzalez President

(Print Name and Title)

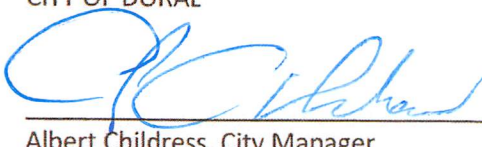
13 day of May, 2020

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

CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the 01 day of ^{APRIL} ~~March~~ 2020 by and between the City of Doral (hereinafter called the "CITY") and **Waypoint Contracting, Inc.** (hereinafter called "CONTRACTOR") located at: 7955 NW 12th Street, Suite 400, Doral, FL 33126.

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 **Minor Repairs, Alterations, and Remodeling Services** all in accordance with the Scope of Work and Request For Qualification (RFQ 2019-37) that established a pool of pre-qualified contractors which is attached and incorporated herein as Exhibit "A".

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 **Luis Sanchez, Facility Manager**, 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 assigned in each Work Order (WO) issued.

3.3 The CITY's ENGINEER referred to in any of the Contract Documents designated herein is assigned in each Work Order (WO) issued, at City of Doral Government Center, 8401 NW 53rd Terrace Doral, Florida 33166.

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 three (3) years with the option to renew for an additional two one (1) year periods. Work shall be completed ("Final Completion") on the date specified in each Work Order provided by the City and shall be ready for final payment in accordance with the Contract Document 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:

4.2.1 TERMINATION FOR DEFAULT: If CONTRACTOR defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event,

CONTRACTOR shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the CONTRACTOR not in default or (2) the CONTRACTOR 's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

4.2.2 TERMINATION FOR CONVENIENCE: The City Manager may terminate the Contract t in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

4.3 **Survival of Obligations.** Any obligations by the CONTRACTOR, including but not limited to those set forth below, together with the documents identified in Article 9 of this Contract including obligations that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

4.3.1 CONTRACTOR warrants and guarantees to CITY all Work shall be in accordance with the Contract Documents and will not be defective.

4.3.2 CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

4.3.2.1 Observations by CITY or CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER;

4.3.2.2 Payment by CITY of any progress or final payment;

4.3.2.3 The issuance of a certificate of Substantial Completion, certificate of Final Completion, or any payment related thereto by CITY;

4.3.2.4 Use or occupancy of the Work or any part thereof by CITY;

4.3.2.5 Any acceptance by CITY or any failure to do so;

4.3.2.6 Any review and approval of a Submittal or the issuance of a notice of acceptability by the CITY'S REPRESENTATIVE;

4.3.2.7 Any inspection, test, or approval by others; or

4.3.2.8 Any correction of defective Work by CITY.

4.3.3 Access to Work: The CITY'S REPRESENTATIVE, ARCHITECT or ENGINEER and other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

4.3.4 Tests and Inspection:

4.3.4.1 CONTRACTOR shall give CITY timely notice of readiness of the Work for all required inspections, tests, observations or approvals. Inspections, tests or observations by the CITY'S REPRESENTATIVE, the ARCHITECT or ENGINEER, CITY or its agents may be performed at its discretion to provide information to the CITY on the progress of the Construction. However, such information is not intended to fulfill the CONTRACTOR'S obligations in accordance with the Contract Documents.

4.3.4.2 CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.

4.3.5 Uncovering the Work: If any Construction that is to be inspected, tested or approved is covered without written concurrence of CITY'S REPRESENTATIVE, it must, if requested by CITY or the CITY'S REPRESENTATIVE, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given CITY or the CITY'S REPRESENTATIVE timely written notice of CONTRACTOR'S intention to cover such Construction and CITY or the CITY'S REPRESENTATIVE has not acted with reasonable promptness in response to such notice.

4.3.5.1 If CITY considers it necessary or advisable that covered Work be observed by CITY'S REPRESENTATIVE or the ARCHITECT or ENGINEER, or inspected or tested by others, CONTRACTOR, at CITY'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as CITY may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services and any additional expenses experienced by the CITY due to delays to others performing additional work, other contractual obligations, and CITY shall be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the

responsibility for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Construction is not found to be defective, and Section 00700.8.5 is not applicable, CONTRACTOR shall be allowed an increase in the Contract Price or the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a claim therefore as provided in the Contract Documents.

- 4.3.6** CITY May Stop the Work: If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such failure has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall not be allowed an increase in Contract Price or the Contract Time or both as a result of the stopping of Work under this section.
- 4.3.7** Correction or Removal of Defective Work: If required by the CITY'S REPRESENTATIVE, with the recommendation of the ARCHITECT and/or ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the CITY'S REPRESENTATIVE, upon the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of the CITY'S REPRESENTATIVE, the ARCHITECT or ENGINEER, attorneys and other professionals) made necessary thereby.
- 4.3.8** One Year Correction Period: Without prejudice to any other right of the City, if within one (1) year after the date of final completion or within any designated manufacturer's warranty, whichever is greater, or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY'S written instructions, either correct such defective Work, or, if it has been rejected by CITY or the CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or the rejected Work removed and replaced, and all of the CITY'S direct, indirect and consequential costs of such removal and replacement (including but not

limited to fees and charges of the ARCHITECT or ENGINEER) will be reimbursed by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

4.3.9 CITY shall reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its surety for damages and for corrections of any and all latent defects.

4.3.10 Extended Warranty Period Due to Defective Construction: Any defective Construction that is either corrected or rejected and replaced will be warranted and guaranteed for a period of one (1) year from the date of acceptance of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Article 12. If within such extended Warranty Period, the Work is once again found to be defective, CITY shall be entitled to all of CITY'S rights and remedies under this Article.

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 each Work Order 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 as set for the table below for each calendar day that expires after the time specified in the Work Order 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 the Work Order for completion and readiness for final payment or any proper extension thereof granted by City, CONTRACTOR shall pay CITY as set for the table below for each calendar day that expires after the time specified in Work Order for completion and readiness for final payment. 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.

Work Order Value	Liquidated Damages Value
\$0.00 - \$14,999	\$100.00
\$15,000 - \$49,999	\$200.00
\$50,000 - \$99,999	\$300.00
\$100,000 - \$149,999	\$400.00

\$150,000 - \$199,999	\$500.00
\$200,000 - \$299,999	\$700.00
\$300,000 - \$399,999	\$900.00
\$400,000 - \$499,999	\$1,000.00
\$500,000 +	\$1,500.00

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 each Work Order 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 4.4 and 4.5 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 **as set in each Work Order.**

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 each issued Work Order, if applicable. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided on each issued Work Order.

5.2 The CONTRACTOR agrees that all specific cash allowances shall be included on each Work Order and have been computed in accordance with the Contract Documents.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 For the purpose of developing the values to be paid on a monthly basis, CONTRACTOR shall submit a Schedule of Values to be reviewed and approved by the City at least thirty (30) days before the first progress payment request. This Schedule of Values shall constitute the values of each unit within each category that will be paid for the Work.

6.2 Progress Payments, Retainage. CITY shall make monthly progress payments, deducting the amount from the fully executed Work Order Price, 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, an updated construction schedule, 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.

6.2.2 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.

6.2.3 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.

6.3 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.

6.4 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the CONTRACTOR the undisputed portion of the invoice. Upon written request of the Finance Director, the CONTRACTOR shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

6.5 CONTRACTOR agrees that time is of the essence and CONTRACTOR shall complete each deliverable for the Service within the timeframes set forth in the Work Order, unless extended by the City Manager.

6.6 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.

6.7 Final Payment. Upon final completion and acceptance of the Work in accordance as provided for in this Agreement and Contract Documents 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.

8.2 CONTRACTOR has visited the site is 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: Katrina Gonzalez
Waypoint Contracting, Inc.
7955 NW 12th Street, Suite 400
Doral, FL 33126

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".

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 01 day of ~~March~~, 2020, and by Waypoint Contracting, Inc. (Contractor), signing by and through its President, duly authorized to execute same.

April

WITNESS

CONTRACTOR

By: [Signature]
(Signature and Corporate Seal)

WAYPOINT CONTRACTING, INC.
(Contractor)

Jorge Lopez, vice president
(Print Name and Title)

Katrina Gonzalez
(Signature)

Katrina Gonzalez, President
(Print Name and Title)

13 day of May, 2020.

ATTEST

CITY OF DORAL

[Signature]
Connie Diaz, City Clerk

[Signature]
Albert Childress, City Manager

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

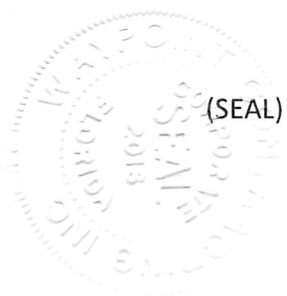
[Signature]
Luis Figueredo, City Attorney

(*) 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 AS TO CORPORATE PRINCIPAL

I, Jorge Lopez, certify that I am the Vice President of Waypoint Contracting, Inc. and that Katrina Gonzalez, who signed the Contract with the City of Doral, Miami-Dade County, Florida for Waypoint Contracting, Inc., is President of said Corporation with full authority to sign said this Contract on behalf of the Corporation.

Signed and sealed this 1 day of April, 2020.



(SEAL)

Signature

Jorge Lopez, Vice President
Type Name and Title

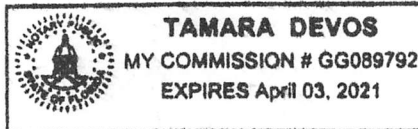
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 01 day of April, 20 (year), by Jorge Lopez.

My Commission Expires:

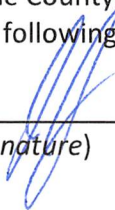
Tamara Devos

Notary Public



CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, Katrina Gonzalez, certify that I am the President of Waypoint Contracting, Inc., who signed the Bid with the City of Doral, Miami-Dade County, Florida, for the project titled Minor Repairs Alterations & Remodeling Services, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

 _____ (Signature)	<u>Jorge Lopez</u> _____ (Typed Name)	<u>Vice President</u> _____ (Title)
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<u>Katrina Gonzalez</u> _____ (Signature)	<u>Katrina Gonzalez</u> _____ (Typed Name)	<u>President</u> _____ (Title)
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_____ (Signature)	_____ (Typed Name)	_____ (Title)
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Signed and sealed this 1 day of April, 2020.



(SEAL) Katrina Gonzalez

Signature

Katrina Gonzalez, President

Type Name and Title

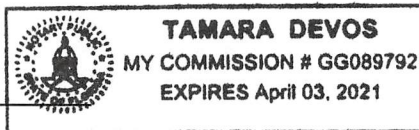
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 01 day of April, 2020.

My Commission Expires:

Tamara Devos

Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2020

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 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 RSC Insurance Brokerage, Inc. 3350 S Dixie Hwy Miami FL 33133	CONTACT NAME: PHONE (A/C, No, Ext): (305) 446-2271 FAX (A/C, No): E-MAIL ADDRESS: certificates@kahn-carlin.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Waypoint Contracting, Inc. PO Box 420008 Miami FL 33242	INSURER A: Monroe Guaranty Ins Co NAIC # 32506	
	INSURER B: FCCI Insurance Co 10178	
	INSURER C: National Trust Insurance Co 20141	
	INSURER D: Lloyd's of London	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL199930144 **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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL100046991-01	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA100015294-02	6/30/2019	6/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100025766-01	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	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	010-WC19A-76368	6/30/2019	6/30/2020	<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
D	Professional Liability			FEI-CEO-11403	9/6/2019	9/6/2020	General Aggregate/Occurrence \$1,000,000 Deductible - Per Claim \$10,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Doral 8401 NW 53rd Terrace Doral, FL 33166	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 M Christian/GENFLO <i>M Christian</i>
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