

## SECTION 00500 - CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the 8 day of October 2019 by and between the City of Doral (hereinafter called the "CITY") and Bacallao Construction and Engineering, LLC (hereinafter called "CONTRACTOR") located at: 5410 SW 95 Ct. Miami, FL 33165.

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

### ARTICLE 1 – WORK

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: The Project consists of *Roadway improvements along NW 41 Street between NW 79 Avenue and NW 87 Avenue* all in accordance with the construction drawings.

### ARTICLE 2 – CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Eugene Collings-Bonfill, P.E., Chief of Engineering, at City of Doral Government Center, 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166.

2.2 The CITY's ARCHITECT referred to in any of the Contract Documents designated herein is  
\_\_\_\_\_ N/A \_\_\_\_\_ N/A \_\_\_\_\_.

2.3 The CITY's ENGINEER referred to in any of the Contract Documents designated herein is Rodney Devera, P.E., EAC Consulting, Inc., 5959 Blue Lagoon Drive, Suite 410, Miami, Florida 33126.

### ARTICLE 3 – TERM

3.1 Contract Times. The Work shall be substantially completed within *Two hundred and ten (210) calendar days* after the date specified in the Notice to Proceed ("Substantial Completion"), and completed and ready for final payment in accordance with the Contract Documents within *Two hundred and forty (240) calendar days* after the date specified in the Notice to Proceed ("Final Completion"). Alternative Bid shall be completed prior to commencement of roadwork on NW 41<sup>st</sup> Street.

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

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

**3.4 Liquidated Damages.** CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY \$2,712.00 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 \$2,712.00 for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

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

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

#### **ARTICLE 4 – CONTRACT PRICE**

**4.1** CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article. CONTRACTOR shall provide the Work at a not to exceed amount of \$2,656,848.92.

**Two Million Six Hundred Fifty-Six Thousand Eight Hundred Forty-Eight and Ninety-Two Cents**

*(Written Amount)*

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

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

#### **ARTICLE 5 – PAYMENT PROCEDURES**

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

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

**5.2.1** No progress payment shall be made until CONTRACTOR delivers to the CITY complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a 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.

**5.3** 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.

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

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

**5.5** The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the CITY complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a 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.

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

## **ARTICLE 6 – INSURANCE/INDEMNIFICATION.**

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

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

**ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS.**

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

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

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

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

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

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

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

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

**7.8 The CONTRACTOR warrants the following:**

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

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

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

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

**ARTICLE 8 – CONTRACT DOCUMENTS.**

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

**8.1.1** Change Orders.

**8.1.2** Field Orders.

**8.1.3** Contract for Construction.

**8.1.4** Exhibits to this Contract.

**8.1.5** Supplementary Conditions.

**8.1.6** General Conditions.

**8.1.7** Any federal, state, county or city permits for the Project

**8.1.8** Specifications bearing the title: (N/A)

**8.1.9** Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: Plans for the Proposed NW 41 Street (79 - 87 Ave) Roadway Improvements

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

**ARTICLE 9 – MISCELLANEOUS.**

- 9.1** Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders also apply to this Contract.
- 9.2** Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3** CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4** Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or

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

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

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

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

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

**9.9 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 P. Childress  
City Manager  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

**WITH COPY TO:** Luis Figueredo, Esq.  
City Attorney  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

**FOR CONTRACTOR:** Christopher Bacallao  
President  
Bacallao Construction & Engineering Development  
5410 SW 95 Ct.  
Miami, Florida 33165

**9.10 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.

**9.11 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.

**9.12 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 8 day of October, 2019, and by Bacallao Construction and Engineering (Contractor), signing by and through its President, duly authorized to execute same.

WITNESS



By: \_\_\_\_\_  
(Signature and Corporate Seal)

Amanda Delgado  
(Print Name and Title)

CONTRACTOR

BC&E  
(Contractor)  
  
(Signature)

CHRISTOPHER BACALLAO  
(Print Name and Title)

8 day of October, 2019.

ATTEST

  
Connie Diaz, City Clerk

CITY OF DORAL

  
Albert P. Childress, City Manager

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

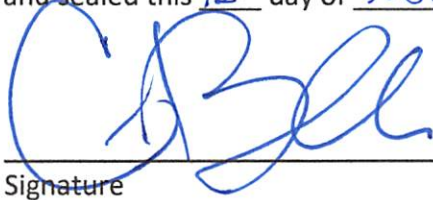
  
Luis Figueredo, Esq., City Attorney

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, CHRIS BACALLAO, certify that I am the MANAGER of BC&E and that CHRIS BACALLAO, who signed the Bid with the City of Doral, Miami-Dade County, Florida for FTB 2019-35, is MANAGER of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 12<sup>th</sup> day of November, 2019.

(SEAL)   
Signature

CHRIS BACALLAO, MANAGER  
Type Name and Title

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 12<sup>th</sup> day of November, 2019.

My Commission Expires:

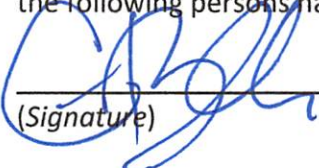
  
Notary Public



ANDRES JALONSÓ  
Commission # GG 177071  
Expires January 21, 2022  
Bonded thru Budget Notary Services

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

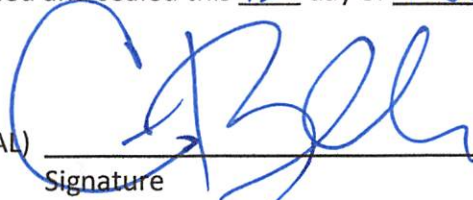
I, CHRIS BACALLAO, certify that I am the MANAGER of BCE, who signed the Bid with the City of Doral, Miami-Dade County, Florida, for the project titled ITB 2019 - 35, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

 CHRIS BACALLAO MANAGER  
(Signature) (Typed Name) (Title)

\_\_\_\_\_  
(Signature) (Typed Name) (Title)

\_\_\_\_\_  
(Signature) (Typed Name) (Title)

Signed and sealed this 12<sup>th</sup> day of November, 2019.


(SEAL)   
Signature

CHRIS BACALLAO, MANAGER.  
Type Name and Title

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 12<sup>th</sup> day of November, 2019.

My Commission Expires:  
  
Notary Public

 **ANDRES JALONSO**  
Commission # GG 177071  
Expires January 21, 2022  
Bonded Thru Budget Notary Services

# NIELSON, HOOVER & ASSOCIATES

PUBLIC WORKS BOND  
IN COMPLIANCE WITH FLORIDA STATUTES 255.05(1)(A)

BOND No.: 41K007957

CONTRACTOR: BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT,  
LLC D/B/A BC&E

ADDRESS: 4226 S.W. 70<sup>TH</sup> COURT  
MIAMI, FL 33155

PHONE No.: (305) 796-2805

SURETY COMPANY: THE OHIO CASUALTY INSURANCE COMPANY

ADDRESS: 175 BERKELEY STREET  
BOSTON, MA 02117

PHONE No.: (513) 603-2400

OWNER NAME: THE CITY OF DORAL

OWNER ADDRESS: 8401 N.W. 53<sup>RD</sup> TERRACE  
DORAL, FL 33166

PHONE No.: (305) 593-6725

CONTRACT/PROJECT No.: ITB NO. 2019-35

PROJECT NAME: NW 41 STREET (79-87 AVENUE) ROADWAY IMPROVEMENTS

PROJECT LOCATION: DORAL, FL

LEGAL DESCRIPTION AND STREET ADDRESS: DORAL, FL

DESCRIPTION OF WORK: ROADWAY IMPROVEMENTS

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless  
of any page number(s) that may be preprinted thereon.

Bond No. 41K007957

**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, \*\*\* as Principal, hereinafter called Contractor, and The Ohio Casualty Insurance Company, as Surety, are bound to the City of Doral, Florida as Obligee, hereinafter called City, in the amount of Two Million Six Hundred Fifty Six Thousand Eight Hundred Forty Eight And 92/100 Dollars (\$ 2,656,848.92 ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

\*\*\*Bacallao Construction & Engineering  
Development, LLC d/b/a BC&E

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB No. 2019-35**, awarded the 23rd day of October, 2019, with the City of Doral for **ITB No. 2019-35 - NW 41 Street (79 - 87 Ave) Roadway Improvements**, 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 12th day of November, 2019.

WITNESS:

*[Handwritten signature of witness]*

*[Handwritten signature of Christopher Bacallao]*

By: CHRISTOPHER BACALLAO/MANAGER

(Signature and Title)

(CORPORATE SEAL)

CHRISTOPHER BACALLAO

(Type Name and Title signed above)

Bacallao Construction & Engineering  
Development, LLC d/b/a BC&E

(Name of Corporation)

WITNESS:

\_\_\_\_\_

Secretary

By: \_\_\_\_\_

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY: The Ohio Casualty Insurance Company

By: Charles D. Nielson

Charles D. Nielson

\*Agent and Attorney-in-Fact

Address: \_\_\_\_\_

(Street) 175 Berkeley Street

(City/State/Zip Code) Boston, MA 02116

Telephone No.: ( 617 ) 357-9500

\* (Power of Attorney must be attached)

State of Florida

County of Miami - Dade

On this, the 12<sup>th</sup> day of November, 2019, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by (name of corporate officer), CHRISTOPHER BACALLO, MANAGER (title), of (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

[Signature]

Notary Public, State of



ANDRES JALONSO  
Commission # GG 177071  
Expires January 21, 2022  
Bonded thru Budget Notary Services

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

- Personally known to me, or
- Produced identification: \_\_\_\_\_  
(type of identification produced)

Did take an oath, or

Did not take an oath

CERTIFICATE AS 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.

(CORPORATE SEAL)

\_\_\_\_\_

(Name of Corporation)

END OF SECTION





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197997-964011

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shawn A. Burton; David R. Hoover; Charles D. Nielson; Kristy Collins; Jarrett Merlucci; Charles J. Nielson

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

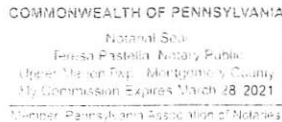
Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2019.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

**SECTION 00614 - FORM OF PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That, pursuant to the requirements of Florida Statute 255.05, we, Bacallao Construction & Engineering Development, LLC d/b/a BC&E as Principal, hereinafter called Contractor, and The Ohio Casualty Insurance Company, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of Two Million Six Hundred Fifty Six Thousand Eight Hundred Forty Eight And 92/100 Dollars (\$ 2,656,848.92 ) 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. 2019-35, awarded the 23rd day of October, 2019, with City of Doral for NW 41 Street (79 - 87 Ave) Roadway Improvements, ITB No. 2019-35 in accordance with drawings (plans) and specifications 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: ITB No. 2019-35 - NW 41 Street (79 - 87 Ave) Roadway Improvements 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 of Doral, corrects any and all defective or faulty Work or materials which appear within ONE (1) YEAR.
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 their 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 progresses (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 the total amount payable by City of Doral to Contractor under the Contract and any amendments thereto, less the amount properly paid by City of Doral 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 Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this 12th day of November, 2019.

WITNESSES: Ananda M Delgado  
Bacallao Construction & Engineering  
(Name of Corporation) Development, LLC d/b/a BC&E

By: \_\_\_\_\_

Secretary

(CORPORATE SEAL)

[Signature], MANAGER  
(Signature and Title)

CHRIS BACALLAO, MANAGER  
(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY: The Ohio Casualty Insurance Company

Charles D. Nielson

By: Charles D. Nielson

\*(Agent and Attorney-in-Fact)

Address:

175 Berkeley Street

(Street)

Boston, MA 02116

(City/State/Zip Code)

Telephone No.: (617 ) 357-9500

\* (Power of Attorney must be attached)

State of Florida

County of Miami-Dade

On this, the 12<sup>th</sup> day of November, 2019, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by (name of Corporate officer), Christopher Bacallao, Manager (title), of BC3E (name of Corporation), a Florida (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

*Andres*

Printed, typed or stamped name of Notary Public

exactly as commissioned

Notary Public, State of Florida



ANDRES J ALONSO  
Commission # GG-177071  
Expires January 21, 2022  
Bonded Thru Budget Notary Services

Personally known to me, or

Produced identification:

\_\_\_\_\_

(type of identification produced)

Did take an oath, or

Did not take an oath

\_\_\_\_\_

Bonded by: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8197997-964011

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shawn A. Burton; David R. Hoover; Charles D. Nielson; Kristy Collins; Jarrett Merlucci; Charles J. Nielson

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

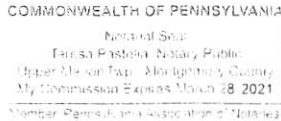
By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

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Teresa Pastella, Notary Public

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ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**RESOLUTION No. 19-251**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2019-35, "NW 41 STREET (NW 79 AVE TO NW 87 AVE) ROADWAY IMPROVEMENTS," TO BACALLAO CONSTRUCTION AND ENGINEERING, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING AN AGREEMENT BETWEEN THE CITY AND BACALLAO CONSTRUCTION AND ENGINEERING IN AN AMOUNT NOT TO EXCEED \$2,922,533.81 FOR THE CONSTRUCTION OF ROADWAY IMPROVEMENTS ALONG NW 41 STREET FROM NW 79 AVENUE TO NW 87 AVENUE; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN 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**, in response to Invitation to Bid #2019-35 for "NW 41 Street (NW 79 Ave to NW 87 Ave) Roadway Improvements" (the "Project"), the City received twelve (12) bids by the September 20, 2019 deadline with all twelve (12) companies meeting the required criteria; and

**WHEREAS**, upon review of bids received, staff determined that Bacallao Construction and Engineering (BC&E) was the lowest most responsive and responsible bidder (the "Contractor"); and

**WHEREAS**, a copy of Contractor's Bid Submittal which includes the Construction Contract, ITB #2019-35 Inventory, and Bid Tabulation are all attached as Exhibit A; and

**WHEREAS**, the City Council finds that accepting the bid and entering into a contract for the Project with the Contractor in a not to exceed amount of \$2,922,533.81,

which includes a 10% contingency for any unforeseen conditions, is in the best interest of the City.

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

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

**Section 2. Approval.** The contract between the City and Bacallao Construction and Engineering (BC&E) for the Project in an amount of \$\$2,922,533.81, (which includes a 10% contingency for any unforeseen conditions) a copy of which is attached hereto in Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to execute the construction contract and expend budgeted funds on behalf of the City.

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

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



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

Mayor Juan Carlos Bermudez	Not Present at Time of Vote
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 8 day of October, 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

# EXHIBIT "A"



# CITY OF DORAL

ITB No. 2019-35

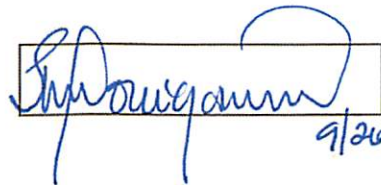
NW 41st Street (79th-87th Avenue) Roadway Improvements

BID TABULATION

List of Respondents	Total
BC & E	\$2,656,848.95*
JVA Engineering	\$2,679,925.52
General Asphalt	\$2,707,759.43*
GPE Engineering	\$2,710,949.60*
Florida Engineering	\$2,916,847.29*
Continental Construction	\$3,061,363.85
Condotte	\$3,285,000.00
Zahlene Enterprises	\$3,342,563.26*
Metro Express	\$3,620,634.00*
Lanzo	\$3,673,061.50*
V. Engineering	\$3,983,816.50*
DBF Construction	\$4,232,669.60

\*Corrected based on calculations

I certify that this is a true tabulation of bids received.

  
9/26/19



**City of Doral**

**Invitation to Bid**

***NW 41 Street (79 - 87 Ave)***

***Roadway Improvements***

**ITB No. 2019-35**

## SECTION 00200 - INSTRUCTIONS TO BIDDERS

IT IS THE RESPONSIBILITY OF THE BIDDER TO INSURE THAT THE BID REACHES THE OFFICE OF THE CITY MANAGER ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE INVITATION TO BID FORM.

**1.1 Taxes:** Bidder shall include all applicable taxes in the Bid.

**1.2 Purpose of Bid:** The City of Doral intends to secure a source of services/supply (s) at the lowest responsive and responsible price. The City reserves the right to award the Bid considered the best to serve the City's interests.

**1.3 Questions:** Any questions regarding this ITB should be directed in writing to the Procurement Division via email at: [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). All inquiries must have in the subject line the following: **ITB No. 2019-35 - NW 41 Street (79 - 87 Ave) Roadway Improvements.**

Bidders requiring clarification or interpretation of the ITB must submit them via e-mail on or before 5:00 pm, **September 10<sup>th</sup>, 2019**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers listed on the official BIDDER's list as having received the bidding documents. In addition, inquiries and responses may also be posted on the City of Doral website, Demandstar, and Vendor Registry. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a BIDDER from submitting their Bid on the required date and time as publicly noted.

**1.4 BIDDER** warrants that the prices, terms, and conditions quoted in the Bid will be firm for a period of 120 days from the date of the Bid opening unless otherwise stated in the Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the invitations to Bid will be cause for rejection, as determined by the City.

**1.5** Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida Statutes -"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

### **2.1 Submission of Bids**

**2.1.1** BIDDER's shall use the Bid Form(s) furnished by the City. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid forms will invalidate the Bid. BIDDER shall deliver to the City, as Bid package:

1. This entire Bid document, with all sections executed.
2. A copy of all issued addenda.
3. One (1) Original and three (3) duplicates in three-ring binders, 2 CD Copies of the response and Bid Form completely executed and properly labeled.
4. Bid Security, (Bid Bond from Surety Company) attached to the front inside cover of the Bid document.
5. Certificates of Competencies.
6. Certificate of Insurance and or Letter of Insurability

The entire Bid Package shall be placed in a sealed opaque envelope, box, or container and clearly marked with the BIDDER's name and address.

**2.1.2 Bids having an erasure or corrections must be initialed by the BIDDER in ink. Bids shall be signed in ink; all quotations shall be typewritten or printed and filled in with ink.**

**2.1.3 Guaranties: no guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to reasonably increase or decrease quantities as required. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.**

**2.2 Delivery: all items shall be delivered f.o.b. destination (i.e. at a specific City of Doral address), and delivery costs and charges (if any) will be included in the Bid Price. Exceptions shall be noted.**

**2.3 Mistake: if there is a discrepancy in the unit and extended prices, the unit prices(s) will prevail and the extensions adjusted to coincide. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the BIDDER from their responsibility as noted herein.**

**3.1 Brand Names: if a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Bidder may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.**

**3.2 Material: material(s) delivered to the City under this bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product (s) to the seller at the sellers' expense.**

**3.3 Pricing: prices should be stated in units of quantity specified in the Bid Form. In case of a discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City.**

**3.4 Safety Standards: the BIDDER warrants that the product(s) supplied to the City conforms in all**

respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable.

**3.5 Payments:** payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

**4.1 Liability, Insurance, Licenses & Permits:** where BIDDER's are required to enter onto City of Doral property to deliver materials or to perform work or services as a result of a Bid award, the BIDDER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The BIDDER shall be liable for any damages or loss to the City occasioned by negligence of the BIDDER (or their agent) or any person the BIDDER has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Miami-Dade County, or City of Doral Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licenser will be grounds for rejecting the Bid and forfeiture of the Bid Bond.

**4.2** BIDDER shall furnish to the Finance Director, City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in Exhibit A - Insurance Requirements. At the time of Bid submission the BIDDER must submit certificates of insurance.

**5.1** All insurance shall be issued by companies rated A-: Class V or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the BIDDER and insurer to notify the finance support services director of the City of Doral of cancellation, lapse, or material modification of any insurance policies insuring the BIDDER, which relate to the activities of such vendor and the City of Doral. Such notification shall be in writing, and shall be submitted to the City Finance Director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance.

**5.2** Failure to fully and satisfactorily comply with the City's insurance and bonding requirements set forth herein will result in the Rejection of the Bid by the City. The BIDDER hereby holds the City of Doral harmless and agrees to indemnify the City of Doral and covenants not to sue the City of Doral by virtue of such rejection.

**5.3 Copy rights and/or Patent Rights:** BIDDER warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The bidder agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.

**6.1 Warranty/Guaranty:** successful BIDDER shall take all necessary steps and complete all forms for Warranty / Guarantee coverage under this Contract. BIDDER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.

**6.2 Samples:** samples of items, when required, must be furnished by the BIDDER free of charge to the City. Each individual sample must be labeled with the BIDDER's name and manufacturer's brand name and delivered by them within ten (10) calendar days of the Bid opening unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.

**6.3 Governmental Restrictions:** in the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful BIDDER to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Doral reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.

**6.4 Assignment:** the BIDDER shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the BIDDER changes hands subsequent to the award of this contract, BIDDER shall promptly notify CITY in writing of such change in ownership or control at least thirty (30) days prior to such change and CITY shall have the right to terminate the contract upon sixty (60) days written notice, at CITY's sole discretion.

**6.5 Award of Bids:** the City of Doral reserves the right to accept or reject any and / or all bids or parts of bids, to waive any informality, irregularities, or technicalities, to re-advertise for bids, or take any other actions that may be deemed to be in the best interests of the City. The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of Bid(s) shall be made by the City Council. In addition, each bidder agrees to waive any claim it has or may have against the CITY, the Successful Bidder, and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

**6.6 Discrepancies:** in case of discrepancies, computed dimensions shall govern over scaled dimensions; supplemental specifications shall govern over standard specifications; and special specifications shall govern over drawings, supplemental and standard specifications.

**7.1 Evaluation of Bids:** the City, at its sole discretion, reserves the right to inspect any / all BIDDER's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the BIDDER, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be



taken into consideration in the Award of the Contract.

**7.2 Identical (tie bids):** shall be awarded by the City in compliance with Florida State statutes providing for a drug free workplace, that is, in the event of an identical tie Bid, a preference shall be given to a business having a drug free workplace under Florida Statute Section 287.087, as amended. Failure to provide proof of compliance when requested shall be cause for rejection of the Bid as determined by the City.

**7.3 Preference to Local Businesses:** No local preference for this ITB.

**7.4 Hold Harmless:** all BIDDERS shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

**7.5 Cancellation:** failure on the part of the BIDDER to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.

**7.6 Disputes:** if any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the BIDDER and the CITY department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the CITY Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

**8.1 Non-conformance to Contract:** the City of Doral may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be repaired to the City's satisfaction within (5) calendar days by the contractor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

**8.2 Default Provision:** in case of default by the BIDDER or CONTRACTOR, the City of Doral may procure the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

**8.3 Indemnification:** the CONTRACTOR shall indemnify, save harmless, and defend the City of Doral, its' officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and/or from any procurement decision of the City including without limitation, awarding the Contract to the CONTRACTOR.

**8.4 Secondary/Other Vendors:** the City reserves the right in the event the primary bidder cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the Contract.

**8.5 Specifications:** All construction and materials furnished by the successful BIDDER shall conform to the Standard and Specifications of the City of Doral, Miami-Dade County Public Works Department Standards and Specifications Parts 1, 2 & 3, The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, The Florida Department of Transportation Roadway and Traffic Design Standards, and the Florida Department of Transportation Standards and Specifications. BIDDER shall also perform all work in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.

**8.6 Cone of Silence Provisions:** Notwithstanding any other provision of these specifications, the provisions of City "Cone of Silence" are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or contractor, and:

The City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each ITB, RFQ and bid after the advertisement of said ITB, RFQ, or bid.

The Cone of Silence shall terminate at the time the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- 1) oral communications at pre-bid conferences;
- 2) oral presentations before selection or evaluation committees;
- 3) public presentations made to the City Council during any duly noticed public meeting;
- 4) communication in writing at any time with any City employee, unless specifically prohibited by the applicable ITB, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- 5) communications regarding a particular ITB, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or contractor and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such ITB, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- 6) communications with the City Attorney and his or her staff;
- 7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- 8) any emergency procurement of goods or services pursuant to City Code;
- 9) responses to the City's request for clarification or additional information;
- 10) contract negotiations during any duly noticed public meeting; and
- 11) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, services provider, proposer, bidder, lobbyist, or contractor and an member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Contact the City Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any ITB award or RFQ award to said bidder or proposer voidable by the City Council and/or City Manager.

**9.1 Bonding Requirements:** The BIDDER, in submitting this Bid, must include a 5% Bid Bond for the amount of the base Bid. Such bond shall be from a **Surety Company** in the amount of 5% of the total amount of the base Bid. A company, cashier or personal check **shall not** be deemed a valid Bid Security.

**9.1.1 Performance and Payment Bond:** The City of Doral shall require the successful BIDDER to furnish a Performance Bond and Payment bond, each, in the amount of 100% of the total Bid Price, with the City of Doral as the Obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.

**9.1.2 Bid Guaranty:** The successful BIDDER shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days of notification of the award by the City.

The BIDDER who has the Contract awarded to them and who fails to execute the Contract, furnish the Performance and Payment Bonds, and/or Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the BIDDER fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

**9.1.3 Contract Time and Contract Time Extensions:**

The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the general conditions.

It is the intent of the City to award a contract for a period of **Two hundred and forty (240) calendar days** for final completion. Alternate Bid Item shall be completed prior to any construction work commencing on NW 41 Street.

If applicable, the time allowed for the completion of the work shall be stated in each work order.

END OF SECTION

**SECTION 00300**

**TRENCH SAFETY FORM**

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 *et seq*, Fla. Stat. which became effective October 1, 1990, shall be in effect during the period of construction of the Project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:


Method of Compliance

Cost

Total: \$ 1.00

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the Total Base Bid. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the CITY and ENGINEER are not, responsible to review or assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Section 553.60 *et. seq.*, Fla. Stat. cited as the "Trench Safety Act". Bidder is, and the CITY and ENGINEER are not, responsible to determine, if any safety or safety related standards apply to the Project, including but not limited to, the "Trench Safety Act".




Witness Signature

Nicole Garcia

Printed Name

09/20/19  
Date



Bidder's Signature

Christopher Bacallao  
Printed Name

Manager  
Title

9/20/19  
Date



# City of Doral

## ITB No. 2019-35 - NW 41 Street Improvements (79 Ave - 87 Ave) Addendum No. 3

Below are questions/ clarifications that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned solicitation. This addendum is issued to modify the subject solicitation as follows:

### SECTION 00410 - BID FORM ITB No. 2019-35

THIS BID IS SUBMITTED TO:

City of Doral  
8401 NW 53rd Terrace  
Doral, Florida 33166

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Doral in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. <u>1</u>	Dated: <u>09/16/19</u>
Addendum No. <u>2</u>	Dated: <u>09/17/19</u>
Addendum No. <u>3</u>	Dated: <u>09/18/19</u>
Addendum No. _____	Dated: _____

- (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in



# City of Doral

## ITB No. 2019-35 - NW 41 Street Improvements (79 Ave - 87 Ave) Addendum No. 3

addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - (f) BIDDER has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to BIDDER.
  - (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the City.
4. BIDDER understands and agrees that this is a unit rate contract. **The prices submitted on the bid form are to furnish and deliver all of the Work complete in place.** The quantities provided on the form are for the purpose of Bid Evaluation and should be considered estimates only. Contractor's unit prices will not be adjusted to reflect any deviation from the provided quantities. As such the Contractor shall furnish all labor, materials, equipment, tools, supervision, safety measures, and services necessary to provide the stated units of work for the Bid Price of:

### Base Bid

Item Number	Description	Unit	Qty.	Unit Price	Cost
101-1	MOBILIZATION	LS	1	\$248,398.08	\$248,398.08
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$38,572.80	\$38,572.80
104-11	FLOATING TURBIDITY BARRIER	LF	46	\$8.43	\$387.78
104-10-3	SEDIMENT BARRIER	LF	3,806	\$1.52	\$5,785.12
104-18	INLET PROTECTION SYSTEM	EA	43	\$27.98	\$1,203.14



# City of Doral

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### Addendum No. 3

110-1-1	CLEARING AND GRUBBING	AC	4.52	\$16,116.49	\$72,846.53
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	886.6	\$10.66	\$9,451.16
120-1	REGULAR EXCAVATION	CY	3,520	\$7.00	\$24,640.00
120-4	SUBSOIL EXCAVATION	CY	1,186	\$11.31	\$13,413.66
120-6	EMBANKMENT	CY	1,221	\$8.06	\$9,841.26
160-4	TYPE B STABILIZATION (LBR 40)	SY	16,021.3	\$1.21	\$19,385.77
285-706	OPTIONAL BASE GROUP 06	SY	14,195.2	\$11.65	\$165,374.08
327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG. DEPTH	SY	308.9	\$21.83	\$6,743.29
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	1,519.96	\$115.75	\$175,935.37
337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	798.94	\$150.09	\$119,912.90
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	65.93	\$216.12	\$14,248.79
400-0-11	CONC CLASS NS, GRAVITY WALL	CY	19.5	\$681.38	\$13,286.91
400-1-2	CONC CLASS I, ENDWALLS	CY	4	\$100.15	\$400.60
425-1-201	INLETS, CURB, TYPE 9, <10'	EA	2	\$3,633.13	\$7,266.26
425-1-351	INLETS, CURB, TYPE P-5, <10'	EA	4	\$4,060.03	\$16,240.12
425-1-352	INLETS, CURB, TYPE P-5, >10'	EA	1	\$4,364.40	\$4,364.40
425-1-355	INLETS, CURB, TYPE P-5, PARTIAL	EA	1	\$2,813.44	\$2,813.44
425-1-361	INLETS, CURB, TYPE P-6, <10'	EA	7	\$4,010.59	\$28,074.13
425-1-451	INLETS, CURB, TYPE J-5, <10'	EA	4	\$6,161.53	\$24,646.12
425-1-452	INLETS, CURB, TYPE J-5, >10'	EA	1	\$7,551.45	\$7,551.45
425-1-461	INLETS, CURB, TYPE J-6, <10'	EA	6	\$6,161.38	\$36,968.28





# City of Doral

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425-1-462	INLETS, CURB, TYPE J-6, >10'	EA	1	\$6,498.64	\$6,498.64
425-1-713	INLETS, GUTTER, TYPE V, J BOTTOM, <10'	EA	2	\$3,976.90	\$7,953.80
425-271	MANHOLES, J-7, <10'	EA	6	\$5,524.40	\$33,146.40
430-175-118	PIPE CULVERT, HDPE, ROUND, 18" S/CD	LF	655	\$51.49	\$33,725.95
430-175-124	PIPE CULVERT, HDPE, ROUND, 24" S/CD	LF	755	\$60.21	\$45,458.55
430-830	PIPE FILLING AND PLUGGING	CY	13	\$219.35	\$2,851.55
430-885-24	MANATEE GATE FOR 24" PIPE	EA	1	\$480.87	\$480.87
443-70-4	FRENCH DRAIN, 24"	LF	2,500	\$126.18	\$315,450.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	7,691	\$15.75	\$121,133.25
520-3	VALLEY GUTTER - CONCRETE	LF	463	\$14.94	\$6,917.22
522-1	CONCRETE SIDEWALK AND DRIVEWAYS - 4"	SY	2,486.7	\$40.82	\$101,507.09
527-2	DETECTABLE WARNING	SF	59.7	\$48.65	\$2,904.41
536-1-1	GUARDRAIL-ROADWAY, GENERAL TL-3	LF	3,957.7	\$29.31	\$116,000.19
536-73	GUARDRAIL REMOVAL	SY	1,307.4	\$5.46	\$7,138.40
570-1-2	PERFORMANCE TURF, SOD	SY	2,883.4	\$3.90	\$11,245.26
580-2-8	LANDSCAPE - RELOCATE OR RESET TREES AND PALMS (PALMS >14' CT SABAL PALMS ONLY)	EA	64	\$430.36	\$27,543.04
580-4-34-4(OA1)	LANDSCAPE - PALM (SABAL PALMETTO)	EA	9	\$442.48	\$3,982.32
580-4-34-5(OA1)	LANDSCAPE - PALM (SABAL PALMETTO)	EA	9	\$549.57	\$4,946.13
580-4-34-6(OA1)	LANDSCAPE - PALM (SABAL PALMETTO)	EA	10	\$441.07	\$4,410.70
580-5-3-3-18-4 (OA)	LANDSCAPE - TREE (BURSERA SIMARUBA)	EA	72	\$858.51	\$61,812.72
580-5-3-1-XX-3 (OA)	LANDSCAPE - TREE (CALOPHYLLUM BRASILIENSE)	EA	23	\$594.54	\$13,674.42



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580-5-3-1-13-3 (OA)	LANDSCAPE – TREE (LAGERSTROEMIA INDICA)	EA	16	\$543.40	\$8,694.40 <sup>**</sup>
580-5-3-3-40-4 (OA)	LANDSCAPE – TREE (LYSILOMA LATICILIQUA)	EA	15	\$865.21	\$12,978.15
580-5-3-3-22-4 (OA)	LANDSCAPE – TREE (QUERCUS VIRGINIANA)	EA	17	\$1,078.40	\$18,332.80
580-5-3-1-25-3 (OA)	LANDSCAPE – TREE (TABEBUIA HETEROPHYLLA)	EA	11	\$547.01	\$6,017.11
<b>SIGNALIZATION</b>					
630-2-12	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	110	\$24.16	\$2,657.60
632-7-2	SIGNAL CABLE – REPAIR/REPLACE/OTHER, F&I	LF	110	\$7.89	\$867.90
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	2	\$1,038.13	\$2,076.26
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	2	\$1,881.16	\$3,762.32
653-1-11	PEDESTRIAN SIGNAL, F&I, LED COUNT, 1 WAY	AS	4	\$1,174.10	\$4,696.40
660-2-101	LOOP ASSEMBLY, F&I, TYPE A	AS	2	\$1,246.97	\$2,493.94
665-1-11	PEDESTRIAN DETECTOR, F&I, STANDARD	EA	2	\$533.08	\$1,066.16
670-5-4	TRAFFIC CONTROL ASSEMBLY, MODIFY	AS	1	\$2,370.54	\$2,370.54
<b>SIGNING AND PAVEMENT MARKINGS</b>					
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	19	\$354.74	\$6,740.06
700-1-50	SINGLE POST SIGN, RELOCATE	AS	10	\$280.43	\$2,804.30
700-1-60	SINGLE POST SIGN, REMOVE	AS	22	\$59.32	\$1,305.04
700-3-401	SIGN PANEL, INSTALL UP TO 12 SF	EA	1	\$287.58	\$287.58
700-3-601	SIGN PANEL, REMOVE UP TO 12 SF	EA	8	\$42.65	\$341.20
705-10-1	OBJECT MARKER, TYPE 1	EA	12	\$198.00	\$2,376.00



# City of Doral

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### Addendum No. 3

706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	690	\$5.54	\$3,822.60
710-11-101	PAINTED PAVT MARKINGS, STD, WHITE, SOLID 6"	GM	1.76	\$1,000.00	
710-11-123	PAINTED PAVT MARKINGS, STD, WHITE, SOLID 12"	LF	167	\$2.00	
710-11-125	PAINTED PAVT MARKINGS, STD, WHITE, SOLID 24"	LF	137	\$2.00	
710-11-141	PAINTED PAVT MARKINGS, STD, WHITE, DOT GUIDE, SKIP 6"	GM	0.05	\$10,000.00	
710-11-160	PAINTED PAVT MARKINGS, STD, WHITE, MESSAGE	EA	4	\$75.00	
710-11-170	PAINTED PAVT MARKINGS, STD, WHITE, ARROWS	EA	26	\$75.00	
710-11-201	PAINTED PAVT MARKINGS, STD, YELLOW, SOLID 6"	GM	2.02	\$3,00.00	
710-11-224	PAINTED PAVT MARKINGS, STD, YELLOW, SOLID 18"	LF	1,420	\$2.50	
710-11-241	PAINTED PAVT MARKINGS, STD, YELLOW, DOT, SKIP 6"	GM	0.01	\$10,000.00	
710-90	PAINTED PAVT MARKINGS, FINAL SURFACE	LS	1	\$16,190.89	
711-16-101	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	GM	1.76	\$3,392.01	\$5,969.94
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	167	\$2.48	\$414.16
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	137	\$4.30	\$589.10
711-11-141	THERMOPLASTIC, STANDARD, WHITE, DOT GUIDE, SKIP 6"	GM	0.05	\$3,984.51	\$199.23
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	3	\$149.41	\$448.23
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	26	\$58.43	\$1,519.18
711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	2.02	\$4,882.03	\$9,861.70
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	1,420	\$2.77	\$3,933.40
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, DOT/GUIDE, 6"	GM	0.01	\$39,467.03	\$394.67



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LIGHTING					
715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	LF	13,899	\$1.92	\$26,686.08
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	3,835	\$17.99	\$68,991.65
715-7-11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	1	\$15,168.77	\$15,168.77
635-2-11	PULL & SPLICE BOX, F&I, 13X24	EA	42	\$1,110.10	\$46,624.20
715-500-1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	EA	28	\$1,793.81	\$50,226.68
715-4-11	LIGHT POLE COMPLETE, F&I, STD, 30'	EA	28	\$5,607.18	\$157,001.04

**TOTAL BASE BID** \$2,484,441.64

Item Number	Description	Unit	Qty.	Unit Price	Cost
104-10-3	SEDIMENT BARRIER	LF	1,200	\$1.55	\$1,860.00
104-11	FLOATING TURBIDITY BARRIER	LF	120	\$6.07	\$728.40
110-1-1	CLEARING AND GRUBBING	AC	0.34	\$16,816.44	\$5,717.59
515-1-42	RELOCATION OF EXISTING BICYCLE HANDRAIL	LF	667	\$32.32	\$21,557.44
536-73	REMOVAL OF EXISTING GUARDRAIL	LF	50	\$15.16	\$758.00
538-1	RELOCATION AND RESET OF EXISTING GUARDRAIL	LF	373	\$15.09	\$5,628.57
	RELOCATION AND RESET OF EXISTING BOLLARDS	EA	2	\$440.17	\$880.34
700-2-50	RELOCATION OF EXISTING SIGNS	EA	21	\$11.93	\$250.53
	REMOVAL OF EXISTING TYPE D CURB	LF	86	\$5.19	\$446.34
285-704	BICYCLE/PEDESTRIAN PATH LIMEROCK BASE (6")	SY	357	\$10.04	\$3,584.28
285-706	BICYCLE/PEDESTRIAN PATH LIMEROCK BASE (8")	SY	680	\$11.29	\$7,677.20



# City of Doral

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285-711	BICYCLE/PEDESTRIAN PATH LIMEROCK BASE (12")	SY	310	\$13.72	\$4,253.20
334-1-14	ASPHALT CONCRETE PAVEMENT (1") - TURNOUTS (NW 87 AVE & NW 82 AVE)	TN	20	\$195.02	\$3,900.40
334-1-14	ASPHALT CONCRETE PAVEMENT (1") - BICYCLE/PEDESTRIAN PATH (POND 4)	TN	70	\$155.22	\$10,865.40
334-1-14	ASPHALT CONCRETE PAVEMENT (2") - TURNOUTS (POND 4)	TN	10	\$250.73	\$2,507.30
522-2	REINFORCED CONCRETE (6") - AIRBOAT LAUNCH PADS	SY	560	\$82.41	\$46,149.60
	REINFORCED CONCRETE (10") - TOWBOAT LAUNCH PADS	SY	300	\$114.15	\$34,245.00
145-71	STRUCTURAL GEOGRID REINFORCEMENT	SY	200	\$11.65	\$2,330.00
	BICYCLE/PEDESTRIAN PATH CURB RAMP TERMINATION (NW 87 AVE & NW 82 AVE)	EA	2	\$278.59	\$557.18
527-2	DETECTABLE WARNING TRUNCATED DOMES (PER FDOT INDEX 522-002)	SF	562	\$32.06	\$18,017.72
711-111-25	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	140	\$3.52	\$492.80

#### Alternate Bid Notes:

- 1) Contractor access to each of the canal segment pay items shall be included in unit costs.
- 2) Cost of pavement markings for path (in pond 4) shall be included in the cost of 1" asphalt concrete pavement.
- 3) Cost of pavement markings for launch pads shall be included in the cost of reinforced concrete for airboat and towboat launch pads.
- 4) Cost of pavement markings for bollards shall be included in the cost of reset of existing bollards.
- 5) Cost of removal of asphalt pavement for reinforced concrete launch pads shall be included in unit costs.
- 6) Structural geogrid reinforcement shall consist of Tensar UX1100HS (or equivalent). Excavation to a depth of 6" below the bottom most grid elevation shall be included in the cost of structural geogrid reinforcement. Refer to details 3 and 4 in Sheet 7 of the plans for installation detail.

**TOTAL ALTERNATE BID**                           \$172,407.29                          

**TOTAL PROJECT COST  
(BASE + ALTERNATE)**                           \$2,656,848.93                          

EVALUATION SHALL BE BASED ON TOTAL PROJECT COST

Work to be included for all items:



# City of Doral

## ITB No. 2019-35 - NW 41 Street Improvements (79 Ave - 87 Ave) Addendum No. 3

Furnishing all labor, equipment, materials and any and all costs for the term of the warranty or as deemed necessary by the City, necessary to complete the work per the specifications and as required shall be included in the above bid.

### NOTES TO BIDDERS:

1. Contractor shall fill the entire bid form; no spaces are to be left blank.
2. The City reserves the right to utilize any combination of the base bid, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and the City's available project budget.
3. The City reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.
4. Contract Time will commence on the date the Agreement is executed and continue consecutively for a period of two hundred and forty (240) calendar days. No extension of time will be given unless stated in writing.

### PROJECT COST:

Two million Six hundred Fifty-six thousand Eight Hundred Forty-Eight and Ninety-three cents \_\_\_\_\_ Dollars  
*(Written Total Base Bid Price)*

5. BIDDER agrees that the work will be completed as scheduled from the date stipulated in the work orders executed under the terms of this contract.
6. Communications concerning this Bid shall be addressed to:

BIDDER: Bacallao Construction & Engineering Development, LLC d/b/a BC&E

Address: 5410 SW 95th Ct, Miami FL 33165

Telephone: 305-796-2805

Facsimile Number: \_\_\_\_\_

Attention: Christopher Bacallao



# City of Doral

## ITB No. 2019-35 - NW 41 Street Improvements (79 Ave - 87 Ave) Addendum No. 3

7. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS 20th DAY OF September, 2019

If BIDDER is:

**AN INDIVIDUAL**

By: \_\_\_\_\_ (SEAL)  
(Individual's Name)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

*MAA*



A PARTNERSHIP

By: \_\_\_\_\_ (SEAL)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

N/A

A CORPORATION

By: Bacallao Construction & Engineering Development LLC  
(Corporation Name)

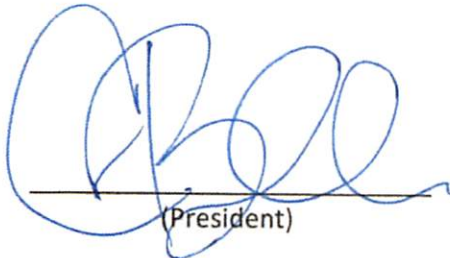
Florida  
(State of Incorporation)

By: Christopher Bacallao  
(Name of Person Authorized to Sign)

Manager  
(Title)

\_\_\_\_\_  
(Corporate Seal)

Attest: \_\_\_\_\_



\_\_\_\_\_  
(President)

Business address: 5410 SW 95th Ct, Miami FL 33165

Phone No.: 305-796-2805 Facsimile No.: \_\_\_\_\_

A JOINT VENTURE

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

N/A

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF FLORIDA )

) SS:

COUNTY OF MIAMI DADE )

I HEREBY CERTIFY that a meeting of the Board of DIRECTORS of the  
Bacallao Construction & Engineering Development LLC

a Corporation existing under the laws of the State of FLORIDA  
held on September 18, 2019, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, September 20, 2019, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation".

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation  
this 20, day of September, 2019.

Secretary: 

(SEAL)

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Partners of the

\_\_\_\_\_  
\_\_\_\_\_

a Corporation existing under the laws of the State of \_\_\_\_\_,  
held on \_\_\_\_\_, 20\_\_\_\_ the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is  
hereby authorized to execute the Bid dated, \_\_\_\_\_, 20\_\_\_\_, to the City of  
Doral and this Partnership and that their execution thereof, attested by the \_\_\_\_\_,  
shall be the official act and deed of this Partnership".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Principals of the

\_\_\_\_\_  
\_\_\_\_\_

a Corporation existing under the laws of the State of \_\_\_\_\_,  
held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Joint Venture, be and is  
hereby authorized to execute the Bid dated, \_\_\_\_\_, 20\_\_\_\_, to the City of  
Doral official act and deed of this Joint Venture".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

END OF SECTION

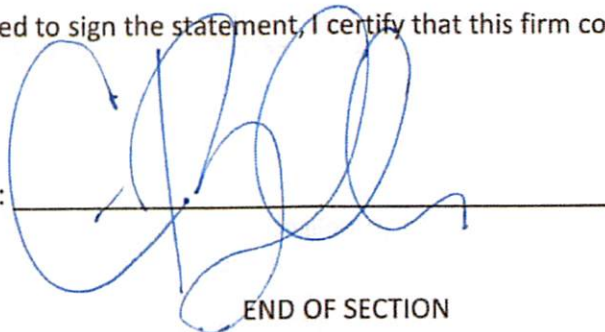
## SECTION 00420 - AWARD PREFERENCE FOR IDENTICAL TIE BIDS

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

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

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

BIDDERS SIGNATURE: \_\_\_\_\_



END OF SECTION

SECTION 00432 - BID BOND

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

KNOW ALL MEN BY THESE PRESENTS, that we, Bacallao Construction & Engineering Development, LLC d/b/a BC&E , as Principal, and United States Fire Insurance Company , as Surety, are held and firmly bound unto the City of Doral, a municipal corporation of the State of Florida in the sum of Five Percent of Amount Bid Dollars (\$ 5% ), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, September 20, 2019 for: N.W. 41st Street 79-87 Avenue Roadway Improvements .

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Doral and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Doral and the Surety herein agrees to pay said sum



immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 20th day of September, 2019, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

  
\_\_\_\_\_  
(SEAL)

(Individual or Partnership Principal)

By:   
\_\_\_\_\_

\_\_\_\_\_  
5410 S.W. 95th Court

(Business Address)

\_\_\_\_\_  
Miami, FL 33165

(City/State/Zip)

\_\_\_\_\_  
305-796-2805

(Business Phone)

ATTEST:

United States Fire Insurance Company

  
\_\_\_\_\_  
By: Charles D. Nielson Secretary

(Corporate Surety)\*

By: Charles D. Nielson Attorney-in-Fact

\*Impress Corporate Seal

IMPORTANT

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

Signed, sealed and delivered

United States Fire Insurance Company

in the presence of:

[Signature]  
[Signature]

(Printed Name)

By: Charles D. Nielson

Charles D. Nielson

Attorney-in-Fact

(Title)

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this the 20th day of September, 2019, before me, the undersigned Notary

Public of the State of Florida, personally appeared

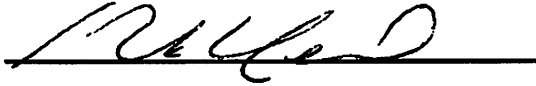
Charles D. Nielson and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand

and official seal.



NOTARY PUBLIC, STATE OF Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

Kristi Messel



(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

Personally known to me, or

Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: Bid Bond

Number of Pages: 4

Number of Signatures Notarized: 1

END OF SECTION

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402019

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,  
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jurrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25<sup>th</sup> day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

State of New Jersey }  
County of Morris }

On this 25<sup>th</sup> day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA  
NOTARY PUBLIC STATE OF NEW JERSEY  
NO. 2163686  
MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

*Sonia Scala*

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20<sup>th</sup> day of Sept, 2019  
UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President

**SECTION 00434 - LIST OF PROPOSED SUBCONTRACTORS**

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

<b>CLASSIFICATION</b>	<b>SUBCONTRACTOR NAME, ADDRESS OF WORK AND LICENSE #</b>
<u>Landscape</u>	<u>TBD</u>
<u>Paving</u>	<u>TBD</u>
<u>Signing &amp; Pavement</u>	<u>Roadrunner Striping Technologies</u>
<u>Concrete</u>	<u>TBD</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

If, prior to Notice of the Award, the City or the Contractor has reasonable objection to and refuses to accept any Contractor, Supplier, person or organization listed, the BIDDER may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

**END OF SECTION**

## SECTION 00450 - BIDDER QUALIFICATION STATEMENT

The BIDDER's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation and Contractor selection.

The following minimum experience is required for this project:

- Successful completion, verifiable with references, of at least three roadway widening or roadway reconstruction projects which included stormwater drainage improvements of at least one million dollars (\$1,000,000) each in construction costs performed in Miami-Dade or Broward Counties in the last three years.
- All these projects must have been performed for local government, County and/or state agency.

Failure to meet these minimum guidelines will be considered an unresponsive submittal and the documents will not be considered.

List projects experience consistent with the requirements stated below (DO NOT RESPOND AS "SEE ATTACHED". YOU MUST FILL THE INFORMATION).

1. Project Name/Location	<u>Palmer Park</u>
Project Description	<u>Construction of Drainage, Parking Lot, and Roadway Improvements</u>
Owner Name	<u>City of South Miami</u>
Contact Person	<u>Aurelio Carmenates</u>
Contact Telephone No.	<u>305-796-5944 acarmenates@southmiamifl.gov</u>
Yearly Budget/Cost	<u>\$493,607.30</u>
Dates of Contract	<u>1/4/19 to 6/31/19</u>

(Continued on following page)

2. **Project Name/Location** Red Road (W. 23rd Street to W. 45th Street)

**Project Description** Full Roadway Construction, including drainage, utilities,  
asphalt, concrete construction. Roadway widening was construction  
from 4 to 6 lanes, including multiple MOT phases

**Owner Name** FDOT

**Contact Person** Osvaldo Larrazabal, P.E.

**Contact Telephone No.** 786-255-2869 Ossie@solidcei.com

**Yearly Budget/Cost** \$23M

**Dates of Contract** October 2012 to January 2016

3. **Project Name/Location** Red Road (W.45th Street to W. 53rd Street)

**Project Description** Full Roadway Construction, including drainage, utilities,  
asphalt, concrete construction. Roadway widening was construction  
from 4 to 6 lanes, including multiple MOT phases

**Owner Name** FDOT

**Contact Person** Osvaldo Larrazabal, P.E.

**Contact Telephone No.** 786-255-2869 Ossie@solidcei.com

**Yearly Budget/Cost** \$15M

**Dates of Contract** October 2012 to Jane 2015

END OF SECTION

**SECTION 00454 – NON-COLLUSION AFFIDAVIT**

STATE OF )

) SS:

COUNTY OF )

Christopher Bacallao being first duly sworn deposes and says that:

(1) He/She/They is/are the Owner  
Bacallao Construction & Engineering (Owner, Partner, Officer, Representative or Agent) of  
Development LLC the BIDDER that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.



Signed, sealed and delivered in the presence of:

\_\_\_\_\_

Christopher Bacallao

(Printed Name)

By:

A handwritten signature in blue ink, consisting of several large, overlapping loops and flourishes, written over a horizontal line.

Manager

(Title)

ACKNOWLEDGMENT

State of Florida

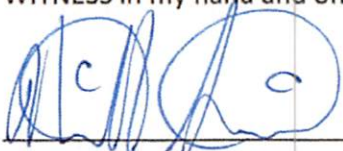
County of Miami-Dade

On this the 20 day of September, 2019, before me, the undersigned Notary Public of the State of Florida, personally appeared

Christopher Bacallao and  
(Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

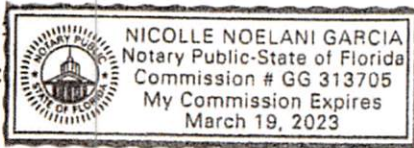
WITNESS in my hand and official seal.



NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:



(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,

OPTIONAL INFORMATION:

Type of Document \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Number of Signatures Notarized: \_\_\_\_\_

END OF SECTION

## **SECTION 00456 - PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Contractor under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

### **CONFLICTS OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Doral or its' agencies.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Doral  
by Christopher Bacallao for Bacallao Construction & Engineering Development LLC  
whose business address is 5410 SW 95th Ct Miami FL 33165 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 47-2761317 (if the entity has no FEIN, include  
the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United State and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during a preceding 36 month shall be considered and affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

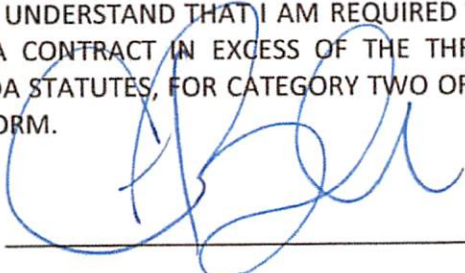
  X   Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:



Christopher Bacallao

(Printed Name)

Manager

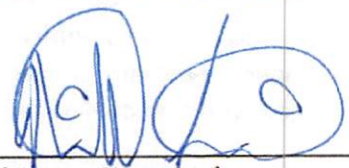
(Title)

Sworn to and subscribed before me this 20 day of September, 2019

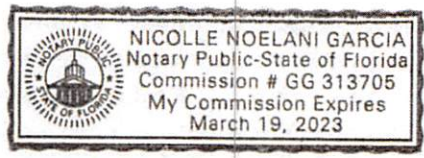
- Personally known to me, or
- Personally identification:

\_\_\_\_\_  
(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,

  
\_\_\_\_\_  
(Notary Signature)

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



END OF SECTION

## SECTION 00500 - CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the City of Doral (hereinafter called the "CITY") and \_\_\_\_\_ BC&E (hereinafter called "CONTRACTOR") located at: 5410 SW 95th Ct, Miami FL 33165.

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

### **ARTICLE 1 – WORK**

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: The Project consists of *Roadway improvements along NW 41 Street between NW 79 Avenue and NW 87 Avenue* all in accordance with the construction drawings.

### **ARTICLE 2 – CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER**

2.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Eugene Collings-Bonfill, P.E., Chief of Engineering, at City of Doral Government Center, 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166.

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

2.3 The CITY's ENGINEER referred to in any of the Contract Documents designated herein is Rodney Devera, P.E., EAC Consulting, Inc., 5959 Blue Lagoon Drive, Suite 410, Miami, Florida 33126.

### **ARTICLE 3 – TERM**

3.1 Contract Times. The Work shall be substantially completed within *Two hundred and ten (210) calendar days* after the date specified in the Notice to Proceed ("Substantial Completion"), and completed and ready for final payment in accordance with the Contract Documents within *Two hundred and forty (240) calendar days* after the date specified in the Notice to Proceed ("Final Completion"). Alternative Bid shall be completed prior to commencement of roadwork on NW 41<sup>st</sup> Street.

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

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

**3.4 Liquidated Damages.** CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY \$2,712.00 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 \$2,712.00 for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

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

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

#### **ARTICLE 4 – CONTRACT PRICE**

**4.1** CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

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

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

#### **ARTICLE 5 – PAYMENT PROCEDURES**

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

**5.2** Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as



recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

**5.2.1** No progress payment shall be made until CONTRACTOR delivers to the CITY complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a 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.

**5.3** 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.

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

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

**5.5** The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the CITY complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a 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.

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

#### **ARTICLE 6 – INSURANCE/INDEMNIFICATION.**

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

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

**ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS.**

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

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

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

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

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

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

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

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

**7.8** The CONTRACTOR warrants the following:

**7.8.1** Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service

under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

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

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

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

#### **ARTICLE 8 – CONTRACT DOCUMENTS.**

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

**8.1.1** Change Orders.

**8.1.2** Field Orders.

**8.1.3** Contract for Construction.

**8.1.4** Exhibits to this Contract.

**8.1.5** Supplementary Conditions.

**8.1.6** General Conditions.

**8.1.7** Any federal, state, county or city permits for the Project

**8.1.8** Specifications bearing the title: (N/A)

**8.1.9** Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: Plans for the Proposed NW 41 Street (79 - 87 Ave) Roadway Improvements

**8.1.10** Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.

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

#### **ARTICLE 9 – MISCELLANEOUS.**

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

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

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

**9.4** Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

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

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

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

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

**9.9 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 P. Childress, City Manager  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166**

**WITH COPY TO:**

**Luis Figueredo, Esq.  
City Attorney  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166**

**FOR CONTRACTOR:**

**Bacallao Construction & Engineering  
Development LLC**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


**9.10 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.

**9.11 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.


**9.12 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and by \_\_\_\_\_(Contractor), signing by and through its \_\_\_\_\_, duly authorized to execute same.

WITNESS

By:   
\_\_\_\_\_  
(Signature and Corporate Seal)  
Nicole Garcia  
\_\_\_\_\_  
(Print Name and Title)

CONTRACTOR

Bacallao Construction & Engineering  
Development LLC  
\_\_\_\_\_  
(Contractor)  
  
\_\_\_\_\_  
(Signature)  
Christopher Bacallao Manager  
\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST

\_\_\_\_\_  
Connie Diaz, City Clerk

CITY OF DORAL

\_\_\_\_\_  
Albert P. Childress, City Manager

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

\_\_\_\_\_  
Luis Figueredo, Esq., City Attorney

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Christopher Bacallao, certify that I am the Manager of Bacallao Construction & Engineering Development LLC and that Christopher Bacallao, who signed the Bid with the City of Doral, Miami-Dade County, Florida for ITB2019-30, is \_\_\_\_\_ of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 20<sup>th</sup> day of September, 2019

(SEAL)

Signature

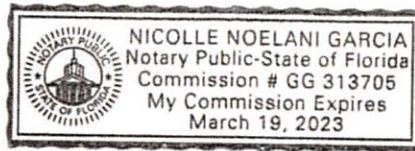
Christopher Bacallao Manager  
Type Name and Title

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 20 day of September, 2019

My Commission Expires:

Notary Public





CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

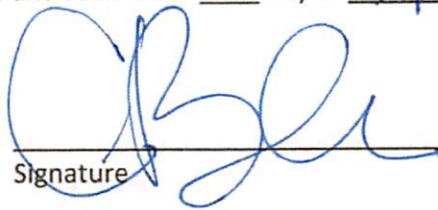
I, Christopher Bacallao, certify that I am the Manager of Bacallao Construction & Engineering Development LLC, who signed the Bid with the City of Doral, Miami-Dade County, Florida, for the project titled 2019 - 35 ITB, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

_____	Christopher Bacallao	Manager
(Signature)	(Typed Name)	(Title)

_____	(Typed Name)	(Title)
(Signature)		

_____	(Typed Name)	(Title)
(Signature)		

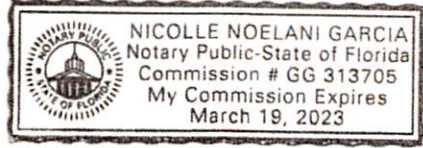
Signed and sealed this 20<sup>th</sup> day of September, 2019

(SEAL)   
Signature  
Christopher Bacallao    Manager  
Type Name and Title

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 20 day of September, 2019

My Commission Expires:  
  
Notary Public



**SECTION 00510 – NOTICE OF AWARD**

To: Bacallao Construction & Engineering Development LLC  
5410 SW 95th Ct  
Miami FL 33165

**PROJECT DESCRIPTION: City of Doral *ITB No. 2019-35 - NW 41 Street (79 - 87 Ave) Roadway Improvements* in accordance with Contract Documents as prepared by the City**

and

The City has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the City of Doral *ITB No. 2019-35 - NW 41 Street (79 - 87 Ave) Roadway Improvements* in a not to exceed amount of

\$ \_\_\_\_\_ Dollars.

You are required by the instruction to BIDDER's to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificated of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said City will be entitled to, revoke the award and retain the Bid Security.

By: \_\_\_\_\_

Title: City Manager

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ACCEPTANCE OF NOTICE OF AWARD**

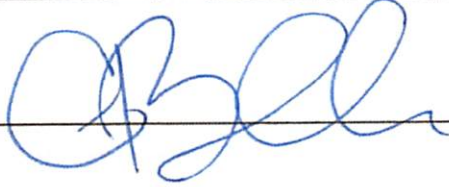
Receipt of the above Notice of Award is hereby acknowledge by

Christopher Bacallao

---

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By:



---

Title: Manager

---

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

END OF SECTION

**SECTION 00550 – NOTICE TO PROCEED**

To: Bacallao Construction & Engineering Development LLC      Date: \_\_\_\_\_  
5410 SW 95th Ct  
Miami FL 33165

**PROJECT DESCRIPTION:** *ITB No. 2019-35 NW 41 Street (79 - 87 Ave) Roadway Improvements*, in accordance with Contract Documents as prepared by the City of Doral.

Site Number/Name: \_\_\_\_\_

Site Location: \_\_\_\_\_

You are hereby notified to commence all the work that conforms to the scope of work in accordance with the Contract Agreement dated \_\_\_\_\_. This work is to be completed in \_\_\_\_\_ calendar days, on or before \_\_\_\_\_, 20\_\_\_\_, with both parties being in total and full agreement or the Contractor shall be subject to the liquidated damages clauses of the Agreement. The cost to perform the scope of work in accordance with the Agreement shall not exceed \$ \_\_\_\_\_.

City of Doral

By: \_\_\_\_\_

Albert P. Childress

Title: City Manager

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledge by \_\_\_\_\_,

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By:  \_\_\_\_\_

Title: MANAGER

END OF SECTION

**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, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the City of Doral, Florida as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) 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. 2019-35**, awarded the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, with the City of Doral for **ITB No. 2019-35 - NW 41 Street (79 - 87 Ave) Roadway Improvements**, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

\_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_

(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_

(Type Name and Title signed above)

WITNESS:

\_\_\_\_\_

(Name of Corporation)

\_\_\_\_\_

Secretary

By: \_\_\_\_\_

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: \_\_\_\_\_

\*Agent and Attorney-in-Fact

Address: \_\_\_\_\_

(Street) \_\_\_\_\_

(City/State/Zip Code) \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

\* (Power of Attorney must be attached)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by (name of corporate officer), \_\_\_\_\_ (title), of (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

\_\_\_\_\_  
Notary Public, State of



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

Personally known to me, or

Produced identification: \_\_\_\_\_

(type of identification produced)

Did take an oath, or

Did not take an oath

**CERTIFICATE AS 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.

(CORPORATE 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, \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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. 2019-35**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with City of Doral for **NW 41 Street (79 - 87 Ave) Roadway Improvements, ITB No.2019-35** in accordance with drawings (plans) and specifications 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: **ITB No. 2019-35 - NW 41 Street (79 - 87 Ave) Roadway Improvements** 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 of Doral, corrects any and all defective or faulty Work or materials which appear within ONE (1) YEAR.
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 their 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 progresses (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 the total amount payable by City of Doral to Contractor under the Contract and any amendments thereto, less the amount properly paid by City of Doral 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 Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES: \_\_\_\_\_

(Name of Corporation) \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Secretary

(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_

(Type Name & Title signed above)

**IN THE PRESENCE OF:**

**INSURANCE COMPANY:** \_\_\_\_\_

\_\_\_\_\_  
**By:**

**\*(Agent and Attorney-in-Fact)**

\_\_\_\_\_  
**Address:**

**(Street)**

\_\_\_\_\_  
**(City/State/Zip Code)**

**Telephone No.: ( )** \_\_\_\_\_

**\* (Power of Attorney must be attached)**

**State of** \_\_\_\_\_

**County of** \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by (name of Corporate officer), \_\_\_\_\_ (title), of (name of Corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

**WITNESS my hand**

**and official seal**

\_\_\_\_\_  
\_\_\_\_\_

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

**Notary Public, State of \_\_\_\_\_**

**Personally known to me, or**

**Produced identification:**

\_\_\_\_\_

**(type of identification produced)**

**Did take an oath, or**

**Did not take an oath**

\_\_\_\_\_

**Bonded by: \_\_\_\_\_**

**SECTION 00620**  
**ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS**

To the City of Doral,

We Bacallao Construction & Engineering Development LLC, hereby acknowledge  
and *(General Contractor)*

agree that we, as the General Contractor for the City of Doral, **ITB No. 2019-35, NW 41 Street (79 - 87 Ave) Roadway Improvements**, as specified, have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages, losses and expenses they may incur due to the failure of:

\_\_\_\_\_  
(Subcontractor's Name)

\_\_\_\_\_  
(Subcontractor's Name)

to comply with such act or regulation.

  
\_\_\_\_\_  
By: (General Contractor)

CHRISTOPHER BACALLAO  
Printed Name

END OF SECTION

## **SECTION 00710 – GENERAL CONDITIONS**

### **ARTICLE I – DEFINITIONS**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

**Acceptance:** By the CITY of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

**Agreement:** The written Agreement between the CITY and the CONTRACTOR covering the Work to be performed, which includes the Contract Documents.

**Addenda:** Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

**Application for Payment:** The form furnished by the CITY which is to be used by the CONTRACTOR in requesting progress payments.

**Approved:** Means approved by the CITY.

**Bid:** The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.

**BIDDER:** Any person, firm or corporation submitting a Bid for Work.

**Bonds:** Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

**Change Order:** A written order to the CONTRACTOR signed by the CITY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**CITY:** City of Doral, 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166.

**Contract Documents:** Contract Documents shall include Instruction to BIDDERS, CONTRACTOR's Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgement of Conformance with the City of Doral.

**Contract Price:** The total moneys payable to the CONTRACTOR under the Contract

**Documents.**

**Contract Time:** The number of calendar days stated in the Agreement for the completion of the Work.

**Contracting Officer:** The individual who is authorized to sign the contract documents on behalf of the City's governing body.

**CONTRACTOR:** The person, firm or corporation with whom the CITY has executed the Agreement.

**CONSULTANT:** The person, firm or corporation that is an authorized representative of the City of Doral.

**Day:** A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

**Drawings:** The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the CONSULTANT and are referred to in the Contract Documents.

**Field Order:** A written order issued by the CITY which clarified or interprets the Contract Documents in accordance with Paragraph 9.2 or orders minor changes in the Work in accordance with Paragraph 10.2.

**Modifications:** (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the CITY in accordance with Paragraph 9.2 or (d) a written order for minor change or alteration in the Work issued by the CITY pursuant to Paragraph 10.2. A modification may only be issued after execution of the Agreement.

**Notice of Award:** A written notice given by the CITY to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform their obligations under the Contract Documents.

**Project:** The entire Project to be performed as provided in the Contract Documents.

**Construction Observer:** An authorized representative of the CITY assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the CITY as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

**Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor, and which illustrate the equipment, material or some portion



of the work and as required by the Contracts Documents.

**Samples:** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

**Subcontractor:** An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

**Substantial Completion:** The date as certified by the CITY when the construction of the Project or a certified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes which it was intended; or if there be no such certification, the date when final payment is due.

**Supplier:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

**Surety:** The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptance performance of the Work.

**Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

**Written Notice:** The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the CITY under this Contract shall be delivered to the CITY.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **Award:**

**2.1** The CITY reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the CITY to the lowest responsive and responsible BIDDER; after the CITY performs all necessary searches, inquiries, exploration, and analysis of the bids. No Notice of Award will be given until the CITY has conducted any investigation(s) as they deem necessary to establish the BIDDER's capability to perform the services as described in this CONTRACT, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the CITY's established standards, as well as the financial capability of the BIDDER to perform the Work in accordance with the Contract Documents to the satisfaction of the CITY within the time prescribed. The CITY reserves the right to reject the Bid of any BIDDER on the basis of these queries and investigations and who does not meet the CITY's satisfaction, even though the firm may possibly be the apparent lowest bidder. In analyzing Bids, the CITY will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform the manufacturing and installation of roadway directional signage to CITY standards; and alternate and unit prices if requested by the Bid form. If the Contract is awarded, the CITY will issue the Notice of Award and give the successful BIDDER a Contract for execution within ninety (90) days after opening of Bids. The CITY specifically reserves the right to award the Contract to a bidder who is not necessarily the lowest bidder on the basis of the results of these queries and investigation(s).

### **Execution of Agreement:**

**2.2** At least three counterparts of the Agreement, the Performance and Payment Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by the CONTRACTOR to the CITY within ten (10) calendar days of receipt of the Notice of Award.

### **Forfeiture of Bid Security/Performance and Payment Bond:**

**2.3** Within ten (10) calendar days of being notified of the Award, the CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached.

**2.3.1** Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to the City the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, of Subcontractors employed pursuant to this Project. Each Bond shall be with a Surety company meeting the qualifications of Sections 2.3.4, 2.3.5, and 2.3.6.

**2.3.2** Each Bond shall continue in effect for one and one half (1 ½) years after final completion and acceptance of the Work with the liability equal to one

hundred percent (100%) of the Contract Sum. The Performance Bond shall be conditioned that the CONTRACTOR will, upon notification by the CITY, correct any defective or faulty Work or materials which appear within one and a one half (1 ½) years after final completion of the Contract.

**2.3.3** Pursuant to the requirements of Section 255.05(1), Florida Statutes, the CONTRACTOR shall ensure that the Bond(s) referenced above shall be recorded in the public records of Dade County and Provide the CITY with evidence of such recording.

**2.3.4** Each Bond must be executed by a surety company authorized to do business in the State of Florida as a surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

**2.3.5** The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current Revisions.

**2.3.6** The CITY will accept a surety bond from a company with a rating of A- or better.

**2.3.7** Failure of the successful BIDDER to execute and deliver the Agreement and deliver the required bonds and Insurance Certificates as stipulated in paragraph 2.2 shall be cause for the CITY to annul the Notice of Award and declare the Bid and any security therefore forfeited.

**Contractor's Pre-Start Representation:**

**2.4** The CONTRACTOR represents that they have familiarized themselves with, and assumes full responsibility for having familiarized themselves with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that they have correlated their study and observations with the requirements of the Contract Documents. The CONTRACTOR also represents that they have studied all surveys and investigations reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as they deem necessary for the performance of the Work in the Contract Documents and that they have correlated the results of all such data with the requirements of the Contract Documents. Additional monies will not be paid, over and above the CONTRACT amount, in the event rock is encountered.

**Commencement of Contract Time:**

**2.5** The Contract Time will start on the date the Agreement is executed and will continue to run consecutively for the period of *two hundred and ten (210) calendar days* after date specified in Notice to Proceed until substantial completion. Project shall be

completed and ready for final payment in accordance with the Contract Documents within **two hundred and forty (240) calendar days** after the date specified in the Notice to Proceed ("Final Completion"). No extension of time will be given unless stated in writing.

**Starting the Project:**

**2.6** The CONTRACTOR shall start to perform their obligations under the Contract Documents on the date stipulated in the Notice to Proceed (NTP) for each site. No Work shall be done at the site prior to the date on which the NTP commences to run, except with the written consent of the CITY. No work will be done on Saturday without written consent of the CITY or after the end of a normal business day unless prior approval is given by the CITY in writing. No work shall be permitted on Sundays or on national holidays.

**Before Starting Contract:**

**2.7** Before undertaking each part of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements which shall be approximate. The CONTRACTOR shall field verify utility locations and notify the CITY of any conflicts so that the conflict is avoided prior to beginning of construction. Any modifications to the proposed work, once construction has begun, will be at no cost to the CITY.

**Schedule of Completion:**

**2.8** Within five (5) days after delivery of the Notice to Proceed, the CONTRACTOR will submit to the City, a Schedule defining hours and/or days required to complete each section of work as outlined.

**2.9** Within five (5) days after delivery of the executed Agreement by the CITY to the CONTRACTOR, but before starting the Work, a preconstruction conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the CITY representative, and the CONTRACTOR.

**Liquidated Damages:**

**2.10** Upon failure of the CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) the CONTRACTOR shall pay to the CITY the sum of **TWO THOUSAND SEVEN HUNDRED AND TWELVE DOLLARS AND 00/100 (\$2,712.00)** for each calendar day that the completion of the Work is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated

damages shall apply separately to each portion of the Work for which a time of completion is given. The CITY shall have the right to deduct from and retain out moneys which may be then due or which may become due and payable to the CONTRACTOR, the amount of such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

### **ARTICLE 3 – CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS**

**3.1** It is the intent of the Specifications to describe a complete Project to be delivered in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the CITY and the CONTRACTOR. They may be altered only by a Modification.

**3.2** The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, they shall call it to the City's attention in writing at once and before proceeding with the Work affected thereby; however, they shall not be liable to CITY or CONTRACTOR for their failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Change Orders, Supplemental General Conditions, Agreement Modifications, Addenda, Special Conditions, Instructions to BIDDERS, General Conditions, Specifications and Drawings. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

**3.3** The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

**3.4** Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the CITY before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

**3.5** The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

## **ARTICLE 4 – AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS**

### **Availability of Lands:**

**4.1** The CITY will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designed for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY unless otherwise specified in the Contract Documents.

## **ARTICLE 5 – INSURANCE**

**5.1** The CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth: in Exhibit A titled Insurance Requirements.

**5.2** The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the CITY in Section 5.1.

### **Cancellation and Re-Insurance:**

**5.3** If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

**5.4** All deductibles must be declared by the CONTRACTOR and must be approved by the CITY. At the option of the CITY, either the CONTRACTOR shall eliminate or reduce such deductible or the CONTRACTOR shall procure a Bond, in a form satisfactory to the CITY, covering the same. The contractor is responsible for any and all deductibles, if applicable, following a loss.

## **ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

### **Concerning Subcontractors:**

**6.1** The CONTRACTOR will not employ any Subcontractor, against whom the CITY may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the CITY, unless the CITY determines that there is good cause for doing so.

**6.2** The CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the

same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between CITY and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY to pay or to see to payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by law. CITY may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specified Work done in accordance with the schedule values.

**6.3** The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work performed by any specific trade.

**6.4** The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

**6.5** All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

**6.6** The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors, materials and men engaged upon their Work.

**6.6.1** The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and give the CONTRACTOR the same power as regards to terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of the Contract Documents.

**6.6.2** The CITY will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.

**6.6.3** If in the opinion of the CITY, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the CONTRACTOR if and when directed by the CITY in writing.

**Laws and Regulations:**

**6.7** The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the CITY prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CITY, they will bear all costs arising wherefrom; however, it shall not be their primary responsibility to make certain that the

Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

**6.8** Cost of all applicable sales consumers, use, and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Safety and Protection:

**6.9** The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES** latest edition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

**6.9.1** All employees and other persons whom may be affected thereby; and

**6.9.2** All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and

**6.9.3** Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**6.10** The CONTRACTOR will designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY.

Emergencies:

**6.11** In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will give the CITY prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefore as provided in articles 11 and 12.

**6.12** The CONTRACTOR will also submit to the CITY for review, with such promptness as to cause no delay in Work, all samples and photographs required by the Contract Documents. All samples and photographs will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.



**6.13** At the time of each submission, the CONTRACTOR will in writing call the CITY'S attention to any deviations that the Photographs or sample may have from the requirements of the Contract Documents.

**6.14** The CITY will review with responsible promptness Photographs and Samples, but their review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The CONTRACTOR will make any corrections required by the CITY and will return the required number of corrected copies of Photographs and resubmit new samples until the review is satisfactory to the CITY.

**6.15** No Work requiring a Photograph or sample submission shall be commenced until the submission has been reviewed by the CITY. A copy of each Photograph and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CITY.

**6.16** The CITY'S review of Photographs or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the CITY'S attention to each deviation at the time of submission and the CITY has given written approval to the specific deviation, nor shall any review by the CITY relieve the CONTRACTOR from responsibility for supplying the plant material as specified.

**Public Convenience and Safety:**

**6.17** The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Proper Maintenance of Traffic (MOT) devices shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. The MOT shall be designed as outlined in the latest edition of **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600**. At any time that streets are required to be closed or blocked, the CONTRACTOR shall notify law enforcement agencies before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

**Indemnification:**

**6.18** In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the construction of this Project, or by or in consequence of any negligence by or on account of any act or omission of the said CONTRACTOR or his Subcontractor, agents, servants or employees. The CONTRACTOR will indemnify, defend and hold harmless the CITY and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the

Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section 6.18 the parties agree that CONTRACTOR shall indemnify, defend and hold harmless CITY, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

**6.19** In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY shall defend such action or proceeding by counsel satisfactory to CITY. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against CITY, excluding only those which allege that the injuries arose out of the sole negligence of CITY, which may result from the operations and activities under this Contract whether the construction operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.

**6.20** The obligations of the CONTRACTOR under Article 6 shall not extend to the liability of the CITY, their agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the CITY, their agents or employees provided such giving of failure to give is the primary cause of injury or damage. These indemnification provisions shall survive the term of this Contract.

#### **ARTICLE 7 – CITY'S RESPONSIBILITIES**

**7.1** The CITY will issue all communications to the CONTRACTOR.

**7.2** In cases of termination of employment of the CONTRACTOR, the CITY will appoint a CONTRACTOR, whose status under the Contract Documents shall be that of the former CONTRACTOR.

**7.3** The CITY will furnish the data required of them under the Contract Documents promptly.

**7.4** The CITY's duties in respect to providing lands and easements are set forth in Article 4.

#### **ARTICLE 8 – CITY'S STATUS DURING CONSTRUCTION**

##### **Measurements of Quantities:**

**8.1** All Work completed under the Contract will be measured by the CITY according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

**Rejecting Defective Work:**

**8.2** The CITY will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Special Condition, or has been damaged prior to final acceptance) at CONTRACTOR's expense.

**Shop Drawings, Change Orders and Payments:**

**8.3** In connection with the CITY's responsibility as to Shop Drawings and samples, see paragraphs 6.12 through 6.16, inclusive.

**8.4** In connection with the CITY'S responsibility for Change Orders, see Articles 9 and 10.

**8.5** In connection with the CITY'S responsibilities in respect of Application of Payment, etc., see Article 11.

**Decisions on Disagreements:**

**8.6** The CITY will be the initial interpreter of the Construction Drawings and Technical Specifications.

**Limitations on Consultant's Responsibilities:**

**8.7** The CITY will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto.

**8.8** The CITY will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their or their agents or employees, or any other person performing any of the Work.

**ARTICLE 9 – CHANGES IN THE WORK**

**9.1** Without invalidating the Agreement, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. As per Articles 11 and Article 12, all Change Orders that add or delete work, or increase or decrease Time, will most likely result in an adjustment to the Contract Price and Time accordingly. Any such changes will be reflected in the Change Order(s), which when signed by the CONTRACTOR, shall indicate an agreement of the parties therewith.

**9.2** The CITY may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the CITY entitles them to an increase in the Contract Price or extension of Contract Time, they may make a claim therefore as provided in Articles 11 and 12.

**9.3** Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.11 and except as provided in paragraph 10.2.

**9.4** The CITY will execute appropriate Change Orders prepared by the CITY covering changes in the Work, to be performed and Work performed in an emergency as provided in paragraph 6.11 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the CITY.

**9.5** It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such an adjustment to the CITY.

#### **ARTICLE 10 – CHANGE OF CONTRACT PRICE**

**10.1** The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at their expense without changing the Contract Price.

**10.2** (a) The CITY may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

- 1) in the specifications (including drawings and designs);
- 2) in the method or manner of performance of the Work;
- 3) in the CITY-furnished facilities, equipment, materials, services, or site; or
- 4) in directing acceleration in the performance of the Work.

(b) Except as herein provided, no order, statement, or conduct of the CITY shall be treated as a change under this clause or entitle the CONTRACTOR to an adjustment to the Contract Price or Time.

(c) If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, under this Contract, whether or not changed by any order, the Contract Price and Time will be adjusted in writing by the same amount.

(d) If the CONTRACTOR intends to assert a claim for an adjustment in Contract Price or Time under this clause, he must, within ten (10) days after receipt of a written Change Order, submit to the CITY a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.

(e) No claim by the CONTRACTOR for an adjustment in Contract Price or Time hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.

**10.3** The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

**10.3.1** By negotiated lump sum.

**10.3.2** On the basis of the cost of the Work, determined as provided in Sections 10.4 and 10.5, plus a mutually agreed upon fee to the CONTRACTOR to cover overhead and profit.

**10.4** The term cost of the Work means the sum of all direct costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in Miami-Dade County, shall include only the following items and shall not include any of the costs itemized in Paragraph 10.5.

**10.4.1** Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to: salaries and wages, plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above only if authorized by CITY.

**10.4.2** Cost of all materials and equipment furnished and incorporated in the Work,

including costs of transportation and storage, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments in which case the cash discounts, shall accrue to the CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

**10.4.3** Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to CITY who will then determine which Bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the cost of the Work shall be determined in accordance with paragraphs 10.4 and 10.5.

**10.4.4** Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of CONTRACTOR, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

**10.4.5** Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

**10.4.6** Payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

**10.4.7** The cost of utilities, fuel and sanitary facilities at the site.

**10.4.8** Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

**10.4.9** Cost of premiums for additional Bonds and Insurance required solely because of changes in the Work, not to exceed two percent (2%) of the increase in the Cost of the Work.

**10.5** The term Cost of the Work shall not include any of the following:

**10.5.1** Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal

or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 10.4.1 - all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

**10.5.2** Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

**10.5.3** Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

**10.5.4** Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 10.4.9).

**10.5.5** Costs due to the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

**10.5.6** Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

**10.6** The CONTRACTOR's fee which shall be allowed to the CONTRACTOR for their overhead and profit shall be determined as follows:

**10.6.1** In the event of an oversight or omission by the CONTRACTOR no compensation for overhead or profit will be provided; otherwise.

**10.6.2** A mutually acceptable firm fixed price; or if none can be agreed upon.

**10.6.3** A ten percent (10%) fixed fee based on the estimate of the various portions of the Cost of the Work.

**10.7** The amount of credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credit, provided however, the CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

**10.8** Whenever cost of any Work is to be determined pursuant to paragraphs 10.4 and 10.5, the CONTRACTOR will submit in form prescribed by CITY an itemized cost breakdown together with supporting data.

## **ARTICLE 11 – PAYMENTS AND COMPLETION**

### **Payments to Contractor:**

**11.1** At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the CITY a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the CITY may reasonably require.

The CITY will within ten (10) days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the CITY, or return the partial payment estimate to the CONTRACTOR, indicating in writing their reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The CITY, will within thirty (30) days of presentation to them of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The CITY may retain ten percent (10%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. Any interest earned on the retainage shall accrue to the benefit of the CITY.

**11.2** The CITY shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any progress payment, the CITY may require the CONTRACTOR to furnish partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

### **Contractor's Warranty of Title:**

**11.3** The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the CITY prior to the making of the Application for Payment, free and clear of all liens, claims, security interest and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

### **Acceptance of Final Payment as Release:**



**11.4** The Acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the CITY and a waiver of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the Work and for every act and neglect of the CITY and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR of their sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

#### **ARTICLE 12 – SUSPENSION OF WORK AND TERMINATION**

**12.1** The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which shall fix the date on which Work shall be resumed. For suspensions longer than ninety (90) days, The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if they make a claim therefore as provided in Articles 11 and 12.

#### **Work During Inclement Weather:**

**12.2** No Work shall be done under these specifications except by permission of the CITY when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the CITY, shall suspend all Work until instructed to resume operations by the CITY and the Contract Time pursuant to Section 12.7 shall be extended to cover the duration of the order.

#### **City May Terminate:**

**12.3** If the CONTRACTOR is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Subcontractors or for labor, materials or equipment or they disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the CITY, or if they otherwise violate any provision of the Contract Documents, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and their surety seven (7) days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method they may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the CITY. Such costs incurred by the CITY will be determined by the CITY and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of

competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the CITY and the CONTRACTOR shall be the same as if the termination had been issued pursuant to Section 12.5.

**12.4** Where the CONTRACTOR'S services have been so terminated by the CITY said termination shall not affect any rights of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the CITY due the CONTRACTOR will not release the CONTRACTOR from liability.

**12.5** Upon seven (7) days written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the CITY as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

**Removal of Equipment:**

**12.6** In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

**Contractor May Stop Work or Terminate:**

**12.7** If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CITY or under an order of court of other public authority, or the CONTRACTOR fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails to pay the CONTRACTOR any sum approved by the CITY, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the CITY, terminate the Agreement. The CITY may remedy the delay or neglect within the twenty (20) calendar days time frame. If timely remedied by the CITY the Contract shall not be considered terminated. In lieu of terminating the Agreement, if the CITY has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) calendar days notice to the CITY and the CONTRACTOR stop the Work until they have been paid all amounts then due. If the CONTRACTOR stops neither by default nor by non-payment from the CITY, the CONTRACTOR will be responsible for 100% of the difference between the total of his/her Bid and the second lowest Bid.

## **ARTICLE 13 - CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE**

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

**13.2** 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:

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

**13.2.2** Payment by CITY of any progress or final payment;

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

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

**13.2.5** Any acceptance by CITY or any failure to do so;

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

**13.2.7** Any inspection, test, or approval by others; or

**13.2.8** Any correction of defective Work by CITY.

**13.3** **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.

**13.4** **Tests and Inspection:**

**13.4.1** 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.

**13.4.2** 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.

**13.5 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.

**13.5.1** 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.

**13.6 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.

**13.7 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.

**13.8 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.

**13.9** 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.

**13.10 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.

**ARTICLE 14 – MISCELLANEOUS**

**14.1** Whenever any provision of the Contract Documents requires the giving of written

notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

**14.2** The Contract Documents shall remain the property of the CITY. The CONTRACTOR and the CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

**14.3** The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to the CITY and there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

**14.4** Should the CITY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

#### **ARTICLE 15 – WAIVER OF JURY TRIAL**

**15.1** The CITY and the CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work thereunder.

#### **ARTICLE 16 – ATTORNEYS FEES/JURISDICITON/VENUE/GOVERNING LAW**

**16.1** The Contract shall be construed in accordance with and governed by the law of the State of Florida.

**16.2** The parties submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of or relating to the Contract. Venue of any action to enforce the Contract shall be in Dade County, Florida.

**16.3** If either the CITY or the CONTRACTOR is required to enforce the terms of the Contract by court proceedings, 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 attorney's fees.

#### **ARTICLE 17 – PROJECT RECORDS**

**17.1** The CITY shall have right to inspect and copy during regular business hours at CITY'S expense, the books and records and accounts of CONTRACTOR which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Project. CONTRACTOR shall retain and make available to CITY all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, the CONTRACTOR shall provide the CITY access to its books and records upon five (5) days written notice.

**ARTICLE 18 – SEVERABILITY**

**18.1** If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**ARTICLE 19 – INDEPENDENT CONTRACTOR**

**19.1** The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.

**ARTICLE 20 – TRENCH SAFETY ACT**

**20.1** The purpose and intention of the State of Florida "Trench Safety Act" is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety when the excavation is in excess of five (5) feet deep.

**END OF SECTION**

## SECTION 00810 – SPECIAL CONDITIONS

### 8.1 Permit/Utilities:

The CONTRACTOR shall obtain all permits necessary to conduct this project. The cost of all permits should be included on the bid proposal. If more than 1 Acre of land is disturbed during construction the CONTRACTOR is responsible to obtain NPDES Stormwater permit coverage through the Florida Department of Environmental Protection (FDEP) Construction Generic Permit (CGP). Instructions to request and obtain a CGP can be found at: <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>. CONTRACTOR should submit the Notice of Intent (NOI) with the appropriate processing fees to the NPDES Stormwater Notices Center. CONTRACTOR must apply for permit coverage at least two days before construction begins. In addition, the CONTRACTOR shall clear utilities prior to conducting any work at each project site. CONTRACTOR shall adhere to any restrictions imposed by FPL for conducting work under power lines.

### 8.2 Hours of Work:

Contractor will perform work Monday through Friday, excluding City holidays, from 8:00 a.m. to 6:00 p.m. unless prior written approval is received from The City. The CONTRACTOR must comply with the CITY's Noise Ordinance, Ordinance No. 2006-23.

### 8.3 Disputes:

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the CITY's responsible department for the administration of the Contract shall make good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

### 8.4 Default Provisions:

In case of default by the BIDDER or CONTRACTOR, the CITY procure the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

### 8.5 Assignment:

The CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the CONTRACTOR changes hands subsequent to the award of this Contract, the CONTRACTOR shall promptly notify the CITY in writing of such change in ownership or control at least thirty (30) days prior to such change and the CITY shall have the right to terminate the Contract upon sixty (60) days written



notice, at the CITY's sole discretion.

**8.6 Secondary/Other Vendors:**

The CITY reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

**8.7 Employees:**

The CONTRACTOR shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the CONTRACTOR shall be considered to be at all times the sole employees of the CONTRACTOR, under the CONTRACTOR's sole direction, and not an employee or agent of the City of Doral. The CONTRACTOR shall supply competent, suitably qualified and capable employees and the CITY may require the CONTRACTOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on CITY property is not in the best interest of the CITY. The CITY shall not have any duty to implement or enforce such requirements.

Each employee of the CONTRACTOR shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC4082)(c)(2).

The "On Duty" supervisor must be able to adequately communicate with the City's representatives.

**8.8 Subcontractors, Suppliers and Others:**

Prior to the commencement of any work, the CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The CITY shall notify the CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. The CONTRACTOR shall not contract with a proposed person or entity to which the CITY has made an objection. The CONTRACTOR shall not change a Subcontractor, person or entity previously selected if the CITY makes objection to the change.

The CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, Sub-Contractors, suppliers, other persons directly or indirectly employed by its Sub-Contractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with the CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such Sub- Contractor, supplier or other person or

organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any Sub-Contractor, supplier, employee or agent except as may otherwise be required by law.

All Work performed for the CONTRACTOR by a Sub-Contractor will be pursuant to an appropriate agreement between the CONTRACTOR and the Sub-Contractor which specifically binds the Sub-Contractor to all applicable terms and conditions of the Contract Documents for the benefit of the CITY.

**8.9 Protection:**

All work in fulfillment of this project shall be performed on CITY property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the CONTRACTOR in a manner acceptable to the City of Doral prior to the final acceptance of the work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, water sprinklers, signs, and trees.

The CONTRACTOR shall notify the Public Works Department in writing of the site having pre-existing damage to sidewalks, curbs, facade, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the CONTRACTOR to make repairs per above paragraph.

The CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, signage, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents.

The CONTRACTOR shall protect existing catch basins from sediment and debris with filter fabric while work is in progress. Filter fabric shall be removed after completion of work. Filter fabric must be cleaned periodically to avoid excessive accumulation of sediment and debris. Extreme care shall be taken when removing filter fabric to avoid sediments and debris from entering catch basin.

**8.10 Security:**

The CONTRACTOR is responsible for project security. The CONTRACTOR shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deems effective, at the CONTRACTOR's cost.

Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each work day and

weekends.

**8.11 Temporary Interruption:**

The CONTRACTOR shall notify the Public Works Director whenever it is necessary to temporarily interrupt any business activities, the CONTRACTOR shall notify the Owner or tenant or their designee prior to the interruption and again immediately before the service is resumed. Before disconnecting any underground or overhead utilities, the CONTRACTOR shall make similar arrangements for their disconnection with the Owner, tenant or their designee. The CONTRACTOR shall be responsible for any damage caused by the CONTRACTOR to such utilities, and shall restore them to service promptly as soon as the Work interruption has ended.

**8.12 Pricing:**

Prices should be stated in units of quantity specified in the Bid form. In case of a discrepancy, the CITY reserves the right to make the final determination at the lowest net cost to the CITY.

**8.13 Delivery:**

All items shall be delivered "Freight On Board" (F.O.B.) destination (i.e. at a specific City of Doral address), and delivery costs and charges (if any) shall be included in the Bid Price. Exceptions shall be noted.

**8.14 Payments:**

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

**8.15 Non-Conformance to Contract:**

The CITY may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejections, items shall be removed within five (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (3) calendar days will be regarded as abandoned and the CITY shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the CONTRACTOR being found in default.

**8.16 Materials:**

The CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the specifications and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the specifications.

**8.17 Storage of Materials:**

The CONTRACTOR shall store materials, at his expense, in areas approved by the CITY. The CONTRACTOR, at their own expense, shall maintain these areas in a clean, orderly condition so as not to cause a nuisance in the area. The CONTRACTOR shall restore the storage area to its original or better condition, with all its appurtenances, in kind, to the satisfaction of the CITY, at the CONTRACTOR's discretion, if the CONTRACTOR chooses to stage material outside of the designated area, with prior approval from the CITY.

**8.18 Quality Control:**

Field Observations - Provide twenty-four (24) hour notification to the Architect/Engineer for all specified field observations, unless otherwise noted.

Inspection – Periodically the City may inspect the project for the purpose of assuring compliance with the specifications.

Dust Control – Contractor shall control dust by watering and sweeping at end of each work day or as directed by City Engineer. Dust control must meet City's satisfaction or City will control dust by whatever means deem necessary and Contractor shall pay all expenses incurred by the City associated with dust control.

**8.19 On-Site Survey/As-Built:**

The CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the plans. The CONTRACTOR shall provide the CITY with three (3) sets of certified as-built plans and a CD containing PDF copy of the As-Built drawings as well as the CAD files, at no additional cost to the CITY.

**8.20 Water Usage:**

All City potable water used during the project shall be metered through a hydrant meter or meters obtained from the Miami-Dade County Water and Sewer Department at the CONTRACTOR's expense.

**8.21 Salvageable Material:**

All salvageable material and/or equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, will remain the property of the CITY and be turned over to the CITY. All material and/or equipment not in salvageable condition as determined by the CITY Representative must be disposed of by the CONTRACTOR. The actual storage site for salvageable material will be designated by the CITY.

**8.22 Disposal of Excavated Material and Debris:**

All excess excavated material and debris not required for backfill (unless otherwise noted), including broken pipe, sidewalks, curbs and other concrete items, together with all roots, boards and other debris are to be disposed of by

the CONTRACTOR at an appropriate legal site, at no additional cost to the CITY.

The CONTRACTOR must at all times during the performance of the project keep the work site free and clear of all waste and debris to the CITY's satisfaction. All sand, grit, solids and other material, accumulated waste or surplus materials shall be removed at the end of each work day.

The CONTRACTOR will have not more than 48-hour notice to clear work site of rubbish, debris and other work site materials and to restore or replace displaced or damaged property, if the CONTRACTOR fails to comply, the CITY may employ labor or equipment as it deems necessary to clear the site at the CONTRACTORS's expense.

**8.23 Equipment:**

All construction equipment necessary and required for construction of this project shall be on the construction site, in excellent working condition, before construction is permitted to start. The CONTRACTOR shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill material.

**8.24 Density Testing:**

Density tests shall be taken by an independent testing laboratory certified by the State of Florida and approved by the designated City representative and shall be paid for by Contractor, at no additional cost to the City. A compaction test, for both the base and subgrade, shall be performed for every section of new pavement and at least one (1) test for every 250 square yards of new pavement. In addition, density testing shall be performed for installation in swale areas at a frequency of one test per 50 feet of trench, or adjacent to newly installed inlets at the discretion of the City representative.

Compaction test reports of sub-grade and base rock shall be submitted for approval to the designated City representative prior to installation of final asphaltic wearing surface.

**8.25 Laboratory Tests:**

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest standards of the American Society for Testing Materials.

The CONTRACTOR shall furnish the required samples for testing without charge. The CONTRACTOR shall provide at least 24 hour notice when requesting testing to be performed. In locations where corings are taken by the approved testing lab, the CONTRACTOR shall be responsible for plugging these core holes.

All material tests will be made by an independent testing laboratory that may be

selected by the CITY. Excluding Density Testing, where tests indicate that materials are in accordance with specified requirements, the CITY shall bear the testing cost. When tests reveal that conditions or materials do not comply with the specifications, the cost of such tests shall be assessed against the CONTRACTOR.

**8.26 Notification to Residents:**

Contractor shall notify residents directly impacted by the project (including MOT), in writing, 72 hours prior to performing any work. Notification must include type of work to be performed; date work will begin and estimated completion date. In the event Contractor changes schedule or duration of work, Contractor must notify resident, in writing, of such changes. Contractor must provide a copy of all notifications to the City.

END OF SECTION

STATEMENT OF NO RESPONSE

ITB No. 2019-35

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

COMPLANY NAME: \_\_\_\_\_ N/A \_\_\_\_\_

ADDRESS: \_\_\_\_\_ N/A \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ N/A \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ N/A \_\_\_\_\_

DATE: \_\_\_\_\_ N/A \_\_\_\_\_

We, the undersigned have declined to submit a proposal on the above because of the following reasons:

- \_\_\_\_\_ Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond.
- \_\_\_\_\_ We do not offer this product, service or an equivalent.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond requirements.
- \_\_\_\_\_ Specifications unclear (explain below).
- \_\_\_\_\_ Other (specify below).

N/A

REMARKS: \_\_\_\_\_

\_\_\_\_\_

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

GENERAL INFORMATION WORKSHEET

ITB No. 2019-35

ORGANIZATION/AGENCY/FIRM/NAME: Bacallao Construction & Engineering Development LLC

DATE ORGANIZATION WAS FORMED/INCORPORATED: August 7, 2014

FEDERAL TAX ID NUMBER: 47-2761317

MAILING ADDRESS: 5410 SW 95th Ct Miami FL 33165

PHONE NUMBER: 305-796-2805

ORGANIZATION EMAIL ADDRESS: bconeng@gmail.com

ORGANIZATION WEBISTE ADDRESS: \_\_\_\_\_

CONTACT PERSON & TITLE: Christopher Bacallao Manager

CONTACT EMAIL ADDRESS: chris@bconen.com PHONE No: 305-796-2805

INDIVIDUAL(S) AUTHORIZED TO MAKE REPRESENTATION FOR THE CONTRACTOR:

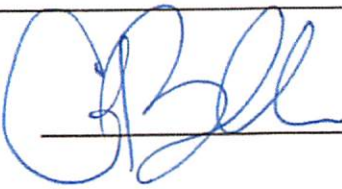
<u>Christopher Bacallao</u> (First, Last Name)	<u>Manager</u> (Title)	<u>305-796-2805</u> (Contact Phone Num.)
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_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Num.)
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_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Num.)
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ADDITIONAL INFORMATION

\_\_\_\_\_  
\_\_\_\_\_

CONTACT'S SIGNATURE:  DATE: 8/20/19



BUSINESS ENTITY AFFIDAVIT (VENDOR/BIDDER DISCLOSURE)

ITB No. 2019-35

NW 41 Street (79 - 87 Ave) Roadway Improvements

I, Christopher Bacallao, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

47-2761317

Federal Employer Identification Number (If none, Social Security Number)

Bacallao Construction & Engineering Development LLC

Name of Entity, Individual, Partners, or Corporation

BC&E

Doing Business as (If same as above, leave blank)

5410 SW 95th Ct Miami FL 33165

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

- 1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are as follows (Post Office addresses are not acceptable):

Table with 3 columns: Full Legal Name, Address, Ownership. Row 1: Christopher Bacallao, 5410 SW 95th Ct Miami FL 33165, 100 %

- 2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are as

follows (Post Office addresses are not acceptable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*CB*

Signature of Affiant

9/20/19

Date

Christopher Bacallao

Printed Name of Affiant

Sworn to and subscribed before me this 20 day of September, 2019.

- Personally known to me, or
- Personally identification:

\_\_\_\_\_  
(Type of Identification Produced)

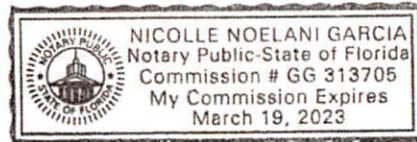
- Did take an oath, or
- Did NOT take an oath,

Notary Public – State of Florida

My Commission Expires March 19, 2023

*Nicolle Noelani Garcia*

(Notary Signature)



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

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

ITB No. 2019-35

NW 41 Street (79 - 87 Ave) Roadway Improvements

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the City of Doral, Florida

By: Christopher Bacallao Manager  
(Print individual's name and title)

For: Bacallao Construction & Engineering Development LLC  
(Print name of entity submitting sworn statement)

Whose business address is: 5410 SW 95th Ct Miami FL 33165

And (if applicable) its Federal Employer Number (FEIN) is: 47-2761317  
(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party proposer under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501  
553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

*CBell*

SIGNATURE

Sworn to and subscribed before me this 20 day of September, 2019.

- Personally known to me, or
- Personally identification:

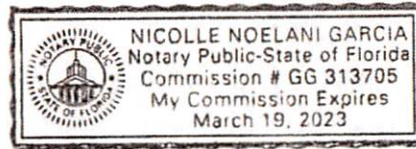
(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,

Notary Public – State of Florida

My Commission Expires March 19, 2023

*Nicolas*  
(Notary Signature)



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

CONE OF SILENCE CERTIFICATION

ITB No. 2019-35

I, Christopher Bacallao, Manager  
(Individual's Name) (Title)

of the Bacallao Construction & Engineering Development LLC, do hereby certify that  
(Name of Company)

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

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.



Individual's Signature

9/20/19

Date

PROPOSER'S CERTIFICATION

ITB No. 2019-35

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a proposer, supplier, sub-proposer, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Bacallao Construction & Engineering Development LLC

Name of Business

By: [Signature]

Signature

Christopher Bacallao Manager

Name and Title, Typed or Printed  
4228 SW 70th CT

Mailing Address  
Miami FL 33155

City, State and Zip Code  
305-796-2805

Telephone Number

Sworn to and subscribed before me this  
19 day of September 2019

[Signature]

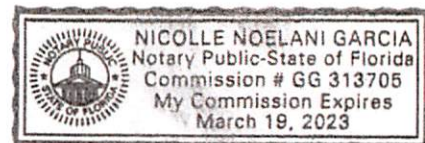
Notary Public

State of Florida

March 19, 2023

My Commission Expires

(Acknowledgement of Addendums: Issued Addendums must be signed and submitted with proposal)



ITB SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

ITB No. 2019-35

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

_____	_____
_____	_____
_____	_____
_____	_____

Witness:  
(Seal)

Bidder:

\_\_\_\_\_

Witness Signature

\_\_\_\_\_

Firm Name

\_\_\_\_\_

Witness Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title (Sole Proprietor or Partner)

Post Office Address:

\_\_\_\_\_

\_\_\_\_\_

County in which fictitious name is registered.

\_\_\_\_\_

Telephone Num.

\_\_\_\_\_

**ITB SIGNATURE PAGE FOR CORPORATION**

ITB No. 2019-35

The officers of the corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	Christopher Bacallao	5410 SW 95th Ct Miami FL 33165
Vice-President		
Secretary		
Treasurer		
Registered Agent		

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


Post Office Address

5410 SW 95th Ct

Miami, FL 33165

Is this corporation in the State of Florida?

Yes  No

If no, give address of principle place of business:

Bidder

Bacallao Construction & Engineering Development, LLC

Corporate Name

President's Signature

Attest:  
Secretary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**BACALLAO, CHRISTOPHER JOSEPH**

BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT LLC  
5410 SW 95 CT  
MIAMI FL 33165

**LICENSE NUMBER: CGC1515921**

**EXPIRATION DATE: AUGUST 31, 2020**

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BACALLAO, CHRISTOPHER JOSEPH**

BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT LLC  
5410 SW 95TH CT  
MIAMI FL 33165

**LICENSE NUMBER: CUC1225349**

**EXPIRATION DATE: AUGUST 31, 2020**

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002765

# Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

7224780

BUSINESS NAME/LOCATION  
BC&E  
5410 SW 95TH CT APT 105  
MIAMI FL 33165

RECEIPT NO.  
RENEWAL  
7509481

# LBT

**EXPIRES**  
**SEPTEMBER 30, 2020**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

OWNER  
BACALAO CONSTR & ENGR DEVELOPMENT LLC  
CHRISTOPHER J BACALAO, QUALIFIER  
CGC1515921  
SEC. TYPE OF BUSINESS  
196 GENERAL BUILDING CONTRACTOR

PAYMENT RECEIVED  
BY TAX COLLECTOR  
\$75.00 07/07/2019  
CREDITCARD-19-050042

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-27f.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

002845

# Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

7224780

BUSINESS NAME/LOCATION  
BC&E  
5410 SW 95TH CT APT 105  
MIAMI FL 33165

RECEIPT NO.  
RENEWAL  
7514865



**EXPIRES**

**SEPTEMBER 30, 2020**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

OWNER  
BACALLAO CONSTR & ENGR DEVELOPMENT LLC -  
CHRISTOPHER J BACALLAO, QUALIFIER

SEC. TYPE OF BUSINESS  
198 SPECIALTY ENGINEERING CONTRACT  
CUC1225349

PAYMENT RECEIVED  
BY TAX COLLECTOR  
\$75.00 07/07/2019  
CREDITCARD-19-050042

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**Christopher J. Bacallao, P.E.**  
**President**

Experience

16 Years

Education

B.S. in Civil Engineering  
Florida State University,  
Graduated on the Dean's List  
2006

Cost Accounting,  
Management  
and Project Scheduling

Licensing/  
Certifications/Training

Registered Professional  
Engineer,  
FL # 76099

Certified Florida General  
Contractor  
State of Florida  
# CGC1515921

Certified Underground Utility  
Contractor  
State of Florida  
# CUC1225349

Construction Equipment  
Management Program  
(CEMP)

Advanced P6 Primavera  
Scheduling

OSHA 30 Hour Certified

M.O.T Certified  
Work Zone Liability Training

Foreman Training

Project Close Out Training

CTQP Earthwork

Advanced MOT Supervisor  
SWPPP Inspector

Professional Profile Summary

Christopher Bacallao is a proactive, results-oriented individual with 16 years of experience in aggressive, complex, fast-track construction projects in the Road & Bridge, Heavy Civil, Commercial, Higher Education and Multi-Story Residential market sectors. Chris in his previous experience has managed over \$350M dollars' worth of construction projects including roles as a Superintendent, Project Manager, and Director of Operations. Chris has extensive experience working with various Agencies, Counties, and most specifically Miami Dade County, Miami Dade Water & Sewer and FDOT contract requirements, which ensures contract requirements are always achieved. He is a graduate of Florida State University with a B.S. in Civil Engineering, a Registered Professional Engineer, Certified General Contractor, and Underground Utility & Excavation Contractor. Chris has demonstrated his ability as an organized problem solver with extensive leadership qualities. Chris takes pride in well managed and coordinated project operations, which is demonstrated by his success to never finish a project behind schedule, and achieve great score ratings by his peers. He strives to develop great client relationships, and ensures client satisfaction is the one of the biggest priorities on a project. These experiences and qualities will serve as an invaluable asset to ensure project success and smooth relationships during the project.

Project Experience Summary

- **Port Everglades, Ft Lauderdale, (Broward County) - \$13M**
  - This construction project consists of extending the existing Port Everglades slip 2 by 250'. Project consisted of the driving of over 1,600 LF of 54" pipe piles, (sheet pile king pile wall system). Including soil anchors, and a concrete bulkhead cap. Along with this extension required the dredging of over 130,000 CY of material along with the replacement of 20 existing marine fenders.
- **Homestead Ext. of Florida Turnpike (Heft) Widening from Sunset Dr to Bird Road), Miami, FL - \$54M**
  - This was a Design Build Project that required design coordination with the Florida Turnpike. The project consists of widening mainline HEFT between SW 72nd street and SW 40th street to two express lanes and three general purpose lanes in each direction in addition to auxiliary lanes as required, and improve the mainline alignment between SW 56th street and Bird Road to increase the design speed. The widening of mainline HEFT will involve the widening of four pairs of bridges.
- **Broward Blvd, Ft Lauderdale FL (FDOT District 4) - \$14M**
  - This project consists of the installation of a temporary acrow Bridge, to detour traffic and allow the construction of the Broward Blvd bridge to address structural deficiencies and raise the vertical profile of the bridge. Including the Bridge construction, installation of over (24) concrete drill shafts for new signalization throughout Broward Blvd. Using design innovation able to redesign the Temporary Bridge, and save time and cost for the project.
- **BRIDGES OF THE ISLES LAS OLAS/SUNRISE KEY, Ft. Lauderdale, FL (FDOT District 4) - \$11M**
  - This was a Design Build project, which required design coordination with the Department from 60% plans through final released for construction drawings. The scope of work required the demolition and reconstruction of five existing bridges in the City of Fort Lauderdale. All five bridges were structurally deficient and the elevation of the new bridges was raised by 2' due to rising sea levels. Using value engineering and construction innovation, time and cost were reduced using pre-stressed concrete slabs for the bridge deck. This project also required significant coordination with the Department and the adjacent stake holders as these bridges were only two lanes in width, and were the only entrance/exit into each respective island so while one half of the bridge was closed for demolition and new construction, the other half remained open as a bidirectional ingress/egress lane from the isles to the mainline.



## Christopher J. Bacallao, P.E. President

### Areas of Expertise

Leadership Training and Team Building

Time & Budget Management

Document Control

Project Scheduling and Logistics

Value Engineering / Cost Saving Initiatives

FDOT Specifications and Standards

Policies and Procedures

Estimating

Strong Procurement and Contract Negotiations

Heavy Equipment

Heavy Civil Roadway Utility and Bridge Construction

Commercial, Educational & Residential Construction

Problem Solving and Decision Making

Outstanding Client Relationship Building

Articulate Oral and Written Communication Skills

Project Management and Operation

Quality Control and Safety

Great Interpersonal and Presentation Skills

Cost Control and Budget Management

Risk Management

- **SR823 Red Road Ph II (W.23<sup>rd</sup> St to W.46<sup>th</sup> St), Miami, FL (FDOT District 6) - \$24M**
  - This roadway construction project consisted of the widening of NW 57<sup>th</sup> Ave from w. 23<sup>rd</sup> to w. 46<sup>th</sup> Street, from four lanes to six lanes, three in each direction. This included the installation of a new retaining wall (composed of concrete precast sheet panels and 850 concrete pre-stressed piles) and new drainage system including over 9,000 of drainage pipe, (90) drainage structures, and a large 84" diameter culvert. On this project, using a Cost Saving Initiative (Value Engineering), we saved the Department over \$1M by changing a steel sheet pile wall, to a concrete sheet pile wall. This not only provided a substantial savings, also saved construction time.
- **SR823 Red Road Phase III (W.46<sup>th</sup> St to W.54<sup>th</sup> St), Hialeah, FL (FDOT District 6) - \$14M**
  - This roadway construction project consisted of the widening of NW 57<sup>th</sup> Ave from w. 46<sup>th</sup> to w. 54<sup>th</sup> Street, from four lanes to six lanes, three in each direction. This included the installation of a new retaining wall (composed of concrete precast sheet panels and 550 concrete pre-stressed piles) and new drainage system including over 5,000 of drainage pipe, (50) drainage structures, and a large 72" diameter culvert. This project also had over 300' of a subaqueous 54" Water Main, that was installed under strict SFWMD restrictions. On this project, using a Cost Saving Initiative (Value Engineering), we saved the Department over \$2M by changing a steel sheet pile wall, to a concrete sheet pile wall. This not only provided a substantial savings, also saved construction time.
- **Red Road Phase IV (W. 53<sup>rd</sup> ST TO W. 65<sup>th</sup> ST), Miami, FL (FDOT District 6) - \$20M**
  - This roadway construction project consisted of the widening of NW 57<sup>th</sup> Ave from w. 53<sup>rd</sup> to w. 65<sup>th</sup> Street, from four lanes to six lanes, three in each direction. This included the installation of a new retaining wall (composed of concrete precast sheet panels and 500 concrete pre-stressed piles) over 5,000 of new water main (and new drainage system including over 5,000 of drainage pipe, (50) drainage structures, and a large 72" diameter culvert. This project also had over 300' of a subaqueous 54" Water Main, that was installed under strict SFWMD restrictions. On this project, using a Cost Saving Initiative (Value Engineering), we saved the Department over \$1.2M by changing a steel sheet pile wall, to a concrete sheet pile wall. This not only provided a substantial savings, also saved construction time.
- **I-95 Managed Express Lanes, Miami, FL (FDOT District 6) - \$138M (Bridge Superintendent)**
  - The project entails reconstruction of the I-95/I-195 flyovers, widening of 6 bridges on mainline I-95, and substructure modifications of the HOV Connector ramp bridge from SR 112 to I-95. Reconstruction of the I-95 flyovers consisted of strengthening of an existing substructure with the use of a combination of micro piles (allowed for the first time by FDOT as bridge foundation piling), pipe pile, and pre-stressed concrete pile. Piers and caps were enlarged to handle additional load capacity.
- **MIA Center Street Improvements, Miami, FL (FDOT District 6) - \$5M (Superintendent & Project Manager)**
  - The improvements of roadway reconstruction of NW 21st Street from East of NW 42nd Avenue to NW 37th Avenue. Project also includes roadway reconstruction of NW 27th Street from East of SR953/LeJeune Rd to NW 39th Avenue, NW 28th Street from East of SR 953/LeJeune Road to NW 39th Avenue, and NW 39th Avenue from NW 25th Street to North of NW 28th Street. Storm water drainage installation included the tie-in to an existing 60" RCP outfall by introducing a 20TN box culvert control structure. Project was delivered ahead of scheduled received a CPPR Score of 108. Project profits were 5x greater than those in our original estimate, and received an Early Completion Incentive bonus in the amount of \$250,000.
- **FL SR 836 Auxiliary Lane, Miami, FL (Miami Dade Expressway Authority) - \$16M (Project Manager)**



**Christopher J. Bacallao, P.E.**  
**President**

Project Planning & Execution

Awards

Red Road (T6278)  
Florida Transportation Builder  
Association (FTBA)  
Utility Coordination –Project of  
the Year

Red Road (T6281)  
Florida Transportation Builder  
Association (FTBA)  
Utility Coordination –Project of  
the Year

Red Road (T6345)  
Florida Transportation Builder  
Association (FTBA)  
Urban Project of the Year

Affiliations

American Society of Civil  
Engineers

Employment History

BC&E  
Principal  
2018 – Current  
Miami, FL

Munilla Construction  
Management  
2007 – 2018  
Miami, FL

Pavarini Construction  
2006 - 2007,  
Project Engineer  
Miami, FL

Post Buckley & Jerrigan  
2002 - 2006  
Design Engineer  
Tallahassee, FL

- The project consisted of the construction of an outside auxiliary lane along the eastbound direction of State Road 836/Dolphin Expressway just west of the NW 57th Avenue exit ramp gore area and the NW 42nd Avenue/Le Jeune Road exit ramp, for a total length of 1.70 miles. The project encompassed the widening of the existing road, the widening of the bridges over NW 57th Avenue, C-4 Canal, and NW 45th Avenue, the construction of retaining wall systems, and associated work including relocation/replacement of signs, lighting poles, utilities, and Intelligent Transportation System ("ITS") infrastructure.

- **FL Turnpike Homestead Extension All Electronic Tolling Conversion, Miami, FL - \$34M (Superintendent)**
  - The proposed improvements on this project included the conversion of the southern HEFT to an All Electronic (AET) collection system. The work included modifications to the Florida's Turnpike Enterprise (FTE) Homestead and Bird Road mainline toll plazas and seventeen ramp toll plazas. This included demolition, grading, paving, maintenance of traffic (MOT), signing and pavement markings, lighting modifications, drainage modifications, intelligent transportation system (ITS) preservation, toll plaza fiber optic connections, traffic signal modification, toll equipment structure installation, permitting, and architectural (including structural, mechanical, electrical, and plumbing).
- **Jade Beach Tower Sunny Isles Beach, FL (Fortune International) - \$130M**
  - The construction of a 130 million dollar 51 story, 248 unit luxury condominium in Sunny Isles Beach, Florida.
- **FSU Parking Garage # 4 & 5 Tallahassee, FL (Florida State University) - \$15M**
  - Four-story Design/Build of a parking garage in Tallahassee, FL for Florida State University. A total of 1200 Parking spots were constructed for educational use. The entire structure was precast construction. Construction had to be complete in no less than 730 days because the Parking Garage had to be opened for student use, and the project was completed 60 days ahead of schedule.



**Daniel Alvarez**  
**Vice-President**

Experience

16 Years

Education

B.S. in Traditional Economics,  
Florida State University 2001

Licensing/  
Certifications/Training

OSHA 30-Hour

OSHA Powder Actuated/Hand  
Tools, Signs & Barricades

OSHA Act of 1970  
Inspections, Citations, and  
Worker's Comp  
OSHA Demolition, Blasting  
and Hazardous Substances

OSHA Occupational Safety  
and Health, Test Equipment  
and PPE

OSHA Excavation, heavy and  
Mechanized Equipment

OSHA Fire Prevention,  
Extinguishers, Systems and  
Welding

OSHA Fall Protection,  
Scaffolding, Platforms &  
Ladders

Florida Stormwater, Sediment  
and Erosion Control Inspector

FDOT Construction Training  
Qualification Program -  
Asphalt Paving Level I & II  
Technician

ATSSA Advanced Workzone  
Traffic Control

Crane Institute of America  
Rigger/Signal Person Trainee

Professional Profile Summary

Daniel Alvarez has a 16-year record of success overseeing all phases of civil construction projects for the private and public sectors including, the Florida Department of Transportation and Miami-Dade Expressway Authority. His experience includes managing crews in building, demolition, roadway, water, sewer, drainage, and concrete projects. He is also backed by credentials and a proven history of on-time, on-budget and high quality project completions.

Project Experience Summary

**HEFT II – E8N20, Miami, FL**

**Role:** Superintendent

**Scope of Work:** This project consists of widening the HEFT mainline between SW 72nd Street & SW 40th Street to two express lanes and three general purpose lanes in each direction; and improvements to the mainline alignment between SW 56th street & Bird Road to increase the design speed. The widening of mainline HEFT will involve the widening of four pairs of bridges. In addition, a replacement northbound exit ramp to SW 117th Avenue will be constructed. Furthermore, the existing toll facilities will be replaced with a new All Electronic Toll Gantry Structure. Bird Road will be widened by one lane and SW 117th Avenue will be reconfigured to make Frontage Road a one way street with limited access.

**FLL TERMINAL 4 EASTERN EXPANSION, Miami, FL**

**Role:** Superintendent

**Scope of Work:** As part of the overall expansion of Terminal 4 at Fort Lauderdale-Hollywood International Airport, MCM will complete the eastern expansion of the new Concourse G. The general scope of the project includes the expansion of the new concourse adding eight (8) gates, demolition of the existing Concourse H, reconfiguration of the Security Screening Check Point (SSCP), construction of the Broward County Aviation Department (BCAD) offices and construction of the building shell space intended for the Federal Inspection Service (FIS) between the existing concourse and the proposed Concourse G. Completion of this multi-phased expansion will require close coordination with project stakeholders and contractors working on adjacent projects for the new hydrant-fueling system and apron improvements, in order to ensure minimal impacts to airport operations and the traveling public throughout construction.

**FDOT IRMA DISASTER RELIEF, Monroe County, FL**

**Role:** Superintendent

**Scope of Work:** MCM has been awarded an emergency storm recovery contract by the Florida Department of Transportation to clean up storm debris in the lower Florida Keys between lower Sugarloaf Key to the 7 mile Bridge. MCM is working on the most affected areas by Hurricane Irma which struck Florida on September 10, 2017. The emergency recovery work consists of collecting debris off US1 – Overseas Highway and the off-system roadways in each of the Keys within our work zone. Storm debris is collected and hauled to Debris Management Sites (DMS) for processing prior to final disposition.

**OPA LOCKA 54 FM, Miami, FL**

**Role:** Superintendent

**Scope of Work:** In general, this project consisted of furnishing all labor, materials and all equipment necessary for the open cut installation of approximately 10,900 linear feet of 54-inch diameter force main from NW 57th Avenue to NW 37th Avenue, within the north bounds of the Opa-Locka Executive Airport Airside Operations Area along the south edge of the Biscayne Canal (C-8). The scope of the work includes, but is not limited to, making connections to existing mains, dewatering, sheeting and shoring to control trench width, making temporary and permanent paving repairs, cleaning and testing the main and all other appurtenant and miscellaneous items and work for a complete, functional and satisfactory installation.

**SR 823 RED ROAD PH IV (W. 54TH ST TO W. 65TH ST AND W. 53RD TER TO W. 65TH ST), Hialeah, FL**

**Role:** Superintendent





**Daniel Alvarez**  
**Vice-President**

#13-4955

Areas of Expertise

Miami Dade Water & Sewer  
Standard and Requirements

Road & Bridge Highway

Heavy Civil Municipal

Drainage

Major Utilities

Asphalt

Concrete

Heavy Earthwork

Awards

Red Road (T6278)

Florida Transportation Builder  
Association (FTBA)  
Utility Coordination –Project of  
the Year

Red Road (T6281)

Florida Transportation Builder  
Association (FTBA)  
Utility Coordination –Project of  
the Year

Red Road (T6345)

Florida Transportation Builder  
Association (FTBA)  
Urban Project of the Year

Employment History

**BC&E**

Vice-President  
2018 – Current  
Miami, FL

**Munilla Construction  
Management**

2010 – 2018  
Miami, FL

**Scope of Work:** This roadway construction project consist of the following: reconstruction and widening of the SR 823 (NW 57th Ave) from West 54th St. to West 65th St.; implementing multiple traffic switches to allow for construction phasing; constructing a new retaining wall which is composed of concrete sheet panels and piles along the west side of NW 57th Avenue; installing twin 72" culverts along the west side of NW 57th Avenue; removing trees that conflict with the installation of new drainage structures throughout the project; installing multiple new traffic signals at street intersections; the installation of drainage, over 4,000 LF of 54" water main; driving approximately 300 concrete precast piles & panels; installation of over 2,000 LF of precast & cast-in-place bulkhead wall concrete cap; new landscaping; new project lighting; installing multiple concrete drill shafts; milling & resurfacing.

**SR 823 RED ROAD PHASE III (W. 46TH ST TO W. 54TH ST), Hialeah, FL**

**Role:** Superintendent

**Scope of Work:** This FDOT roadway construction project will consist of the following: Reconstruction and widening of the SR 823 (NW 57th Avenue) from West 46th Street to West 54th Street; implementing multiple traffic switches to allow for construction phasing; constructing a new retaining wall which composes of steel sheet pile panels on the west side of NW 57th Avenue; installing twin 74" culverts along the west side of NW 57th avenue, sidewalks along the east side of NW 57th Avenue; Installing curb and gutter on the east side of NW 57th Avenue; widening the Little River Creek Bridge; Removing trees that conflict with the installation of new drainage structures throughout the project; Installing multiple new traffic signals at street intersections; the installation of drainage and utilities; installing a new 54" water main; Installing new landscape; installing new project lighting; installing multiple concrete drill shafts; milling & resurfacing.

**SR 823 RED ROAD PHASE II (W. 23RD. ST. TO W. 46TH. ST. ), Hialeah, FL**

**Role:** Superintendent

**Scope of Work:** This FDOT Roadway Construction Project consists of the following: Reconstruction and widening of SR 823 from West 23rd. St to West 46th. St.; implementing multiple Traffic switches to allow the construction of multiple of Roadway Phases; construction of a new retaining wall along the canal consisting of 24" x 24" x 40"-0" concrete piles, pre-cast panels between piles and pre-cast caps on top of piles and panels; installation of 2,900 L.FT. of double barrel 84" culverts; installing of curb/gutter, sidewalks, driveways along the East and West sides of N.W. 57th. Ave. Removal of trees in conflict with the new construction; installation of new drainage system and utilities; install a new 36" subaqueous water main canal; install a new 16" aerial force main supported by 18" piles concrete pile; 5 drill shafts in the canal with permanent steel casing; new mast arms along with new traffic signals along with new project lighting.

**FL TURNPIKE HOMESTEAD EXTENSION ALL ELECTRONIC TOLLING CONVERSION, Miami, FL**

**Role:** Field Engineer

**Scope of Work:** Improvements on this project include the conversion of the southern HEFT to an All Electronic (AET) collection system, including modifications to the Florida's Turnpike Enterprise (FTE) Homestead and Bird Road mainline toll plazas and seventeen ramp toll plazas. The overall AET conversion scope included: demolition, grading, paving, maintenance of traffic (MOT), signing and pavement markings, lighting modifications, drainage modifications, intelligent transportation system (ITS) preservation, toll plaza fiber optic connections, traffic signal modification, toll equipment structure installation, permitting, and architectural building improvements.

**WESTMINSTER CHRISTIAN ELEMENTARY SCHOOL, Palmetto Bay, FL**

**Role:** Field Engineer

**Scope of Work:** This project consists of an addition to one of the most prestigious family-oriented K-12 schools in Miami. The elementary campus addition involves constructing a new building while the campus is in operations after coordination of the demolition of existing buildings. The new building includes a ground floor with 9 classrooms, music lab, arts lab, community center, learning center, offices and services in app. 26,400 sf. It also includes a second floor 9 classrooms, learning center, language classroom, dance room, conference room, faculty lounge and services in app. 23,272 sf. Exterior recreational areas, landscaping and 41 new parking spaces are integrated in the construction phase as well.

**MIAMI BEACH SOUTH POINTE PARK, Miami Beach, FL**



**Daniel Alvarez  
Vice-President**

**Budget Construction Co.,  
Inc.,  
2002 – 2010  
Miami, FL**

Languages

English  
Spanish

**Role:** Field Engineer

**Scope of Work:** This project consisted of the renovation of a 19-acre park, including extensive site work, underground utilities, construction of new walk along the coastline, parking lot renovation and addition, construction of a new Pavilion, Playground and other Accessory Buildings. The scope of work also included the construction of a 13' High Serpentine Land form, water features, and improvements to Smith & Wollensky Restaurant Patio & Entrance. Additionally, this project is located in an environmentally sensitive area, which includes dealing with endangered species and delicate environments like Native Dunes. Extensive Pruning, Replanting and new Landscaping & Irrigation Construction are also a main component of this job.

**RED ROAD COMMONS, Miami, FL**

**Role:** Project Manager

**Scope of Work:** Performed all the demucking and earthwork for site development, constructed the building pads, and installed the water, sewer, and drainage systems. Imported material and constructed asphalt roads on the property. Installed 16" water main under and installed four Mast Arm Traffic signals.

**HILLSBORO BLVD. INTERS. IMPROVEMENTS AT GOOLSBY BLVD. & CENTURY BLVD., Deerfield, FL**

**Role:** Project Manager

**Scope of Work:** Reconstructed and realigned the roadways and swales, and installed the drainage system and the fire hydrants. Installed eight Mast Arm Traffic signals at the intersections. Milled and resurfaced the city roadways within the project limits.

**STATE ROAD 838 MEDIAN GUARDRAIL CLOSURE, Miami, FL**

**Role:** Project Manager

**Scope of Work:** Installed over three miles of guardrail in accordance with FDOT standards, and imported material and constructed asphalt shoulders. Re-graded new swales and drop-off in accordance with FDOT standards.

**TAMIAMI PARK SOCCER FIELDS AND IRRIGATION, Miami, FL**

**Role:** Project Manager

**Scope of Work:** Consisted of constructing three new soccer fields. Performed all the demucking and earthwork, and imported and installed the special sport sod. Installed the well and water pump for the new irrigation system as well as installing Hi Mast Lights for the existing Youth Fair parking lot.

**W-881 WATER MAIN IMPROVEMENT, Miami, FL**

**Role:** Project Manager

**Scope of Work:** Installed over 4,000LF of both 12" and 8" water mains, seven fire hydrants, and updated the water services. Reconstructed the roadway and constructed the concrete sidewalks. Milled and resurfaced the city roadways within the project limits.

**OVERTOWN TRANSIT VILLAGE, Miami, FL**

**Role:** Project Manager

**Scope of Work:** Installed the water, sewer, and drainage systems. Constructed the concrete sidewalks and curbs, imported material and constructed the asphalt roads on property. Also milled and resurfaced the city roadways within the project limits.

**TAMIAMI PARK PARKING LOTS, WALKWAYS, & LIGHTING, Miami, FL**

**Role:** Project Manager

**Scope of Work:** Performed all the demucking and earthwork for the new asphalt, and imported material and constructed the asphalt parking lot. Also, constructed all concrete sidewalks and curbs, and installed the electrical system for the parking lot lighting and Hi Mast Sports Lighting.

**TRI-RAIL PARKING LOT FOR FDOT, Miami, FL**

**Role:** Project Manager



**Daniel Alvarez**  
**Vice-President**

**Scope of Work:** Installed the drainage system and the electrical system for the street and parking lot lighting. Constructed the concrete sidewalks and curbs and imported material and constructed asphalt parking lots.

**PINECREST ELEMENTARY, Miami, FL**

**Role:** Project Manager

**Scope of Work:** Performed all the demucking and earthwork for site development, and constructed the building pads. Also, installed the water, sewage, and drainage systems. Constructed new asphalt basketball courts and the asphalt parking lot. Constructed the concrete sidewalks and curbs as well.

**DERM FOR CITY OF MIAMI PUBLIC WORKS DEPT., Miami, FL**

**Role:** Project Manager

**Scope of Work:** Installed over 20 catch basins and 1,000LF of different size drainage pipes. Constructed the concrete sidewalks, swales, and retention areas. Milled and resurfaced the city roadways within the project limits.

**VIZCAYA WATER MAIN EXTENSION PROJECT, Miami, FL**

**Role:** Project Manager

**Scope of Work:** Updated Vizcaya fire protection system by installing over 3,000LF of 24" DIP water mains and all the fittings, four fire hydrants, and miscellaneous water services throughout the complex. Performed an overlay of all asphalt roads and parking lots on the Vizcaya property.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/18/2019

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).

<b>PRODUCER</b> Global Insurance and Financial Services, Inc. 6175 NW 153rd Street Suite 100  Miami Lakes FL 33014	<b>CONTACT NAME:</b> Brenda <b>PHONE (A/C No. Ext.):</b> (305) 512-9721 <b>E-MAIL ADDRESS:</b> brenda@globalinsurancefia.com <b>FAX (A/C No.):</b> (305) 512-9889
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Bacallao Construction & Engineering Development LLC DBA BC&E. 5410 SW 95TH CT MIAMI FL 33165	<b>INSURER A:</b> Interstate Fire & Casualty Company
	<b>INSURER B:</b> Granada Insurance Company
	<b>INSURER C:</b> Market American Insurance Company
	<b>INSURER D:</b> Scottsdale Insurance Company
	<b>INSURER E:</b>
	<b>INSURER F:</b>


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COMP <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COLLISION	Y Y	0110FL00035757	11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<b>Commercial Inland Marine Equipment Floater</b>		MKLM3IM050941	01/16/2019	01/16/2020	Blanket Limit \$500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Doral	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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/18/2019

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).

<b>PRODUCER</b> Eastern Insurance Group, Inc. 9570 SW 107 Avenue Suite 104 Miami FL 33176	<b>CONTACT NAME:</b> Amanda Noguez <b>PHONE (A/C No. Ext):</b> (305) 595-3323 <b>FAX (A/C No.):</b> (305) 595-7135 <b>E-MAIL ADDRESS:</b> amanda@easterninsurance.net
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Bacallao Construction & Engineering Development, LLC 5410 SW 95th Court Miami FL 33185	<b>INSURER A:</b> Gemini Insurance Company NAIC # 10833
	<b>INSURER B:</b> National Union Fire Ins. Co. 19445
	<b>INSURER C:</b> Bridgefield Casualty Insurance 10335
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**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.

INSN LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (INS) / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN/AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	VGGP004391	08/21/2019	08/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			BE019504424	08/21/2019	08/21/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	198-48841	05/15/2019	05/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

**CERTIFICATE HOLDER**

City of Doral

**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