

INSTALLATION SERVICES AGREEMENT

17th THIS INSTALLATION SERVICES AGREEMENT (the "Agreement") is entered this day of March, 2020, by and between the **City of Doral**, Florida, a Florida municipal corporation whose address and principal place of business is 8401 NW 53rd Terrace, Doral, Florida 33166, (the "City"), and **M&M Asphalt Maintenance**, an active, for-profit Florida corporation whose address and principal place of business is 1180 SW 10th Street, Delray Beach, FL, 33444 (the "Contractor"). The City and Contractor may be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

WHEREAS, On January 30, 2020, the City advertised Invitation to Bid # 2020-03 "Parking Lot Resealing at Trails & Tails Park and Veterans Park" for the provision of procuring parking lot resealing and restriping services at Trails & Tails Park and Veterans Park (the "Project"); and

WHEREAS, upon review of bids received, staff determined that M&M Asphalt Maintenance Inc, was the lowest most responsive and responsible bidder; and

WHEREAS, On March 11, 2020, the Mayor and City Council-members approved Resolution # 20-42 awarding ITB# 2020-03 to the lowest, most responsive and most responsible bidder and authorizing the City Manager to negotiate and enter into an agreement with M&M Asphalt Maintenance Inc. for the provision of performing parking lot resealing and restriping services at Trails & Tails Park and Veterans Park; and

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

AGREEMENT

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

1. **Scope of Services/Deliverables.**
 - (a) The Contractor shall provide those services (the "Work") as specified in ITB # 2020-03 and as attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference. Contractor shall be responsible for supplying all personnel, equipment, labor, materials, means of transport, services and tools incidental and/or necessary to complete the Work.
2. **Term/Commencement Date and Liquidated Damages.**

- (a) The Contractor shall not commence work until the City issues to Contractor a written Notice to Proceed. The Contractor agrees that the Work shall be substantially completed within thirty (30) calendar days after the date specified in the Notice to Proceed (“Substantial Completion”), and fully completed and ready for final payment in accordance with the Agreement Documents within forty-five (45) calendar days after the date specified in the Notice to Proceed (“Final Completion”). The City Manager may extend the term of this Agreement up to an additional sixty (60) days at his sole discretion based upon the recommendation of the City’s Parks & Recreation Director, City Engineer or Utilities Director.
- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in this Agreement, unless extended by the City Manager. The City shall issue a written notice identifying the date the Work is deemed fully complete, which shall be the Final Completion date.
- (c) The Contractor agrees to provide the City, and, thereafter, uphold, the warranty on as outlined in Invitation to Bid # 2020-03.
- (d) City and Contractor recognize that time is of the essence in this Contract and that the City will suffer financial loss if the Work is not completed within the contract times specified herein, plus any approved extensions thereof allowed by the City. The Contractor also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by City if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages to compensate the City, and not as a penalty for delay or as an incentive to complete on time, Contractor shall pay City \$100.00 for each calendar day that expires after the time specified for Substantial Completion of the Work. After Substantial Completion, if Contractor fails to fully complete the Work within the time specified for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City \$150.00 for each calendar day that expires after the time specified for Final Completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified herein bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City’s reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the Work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

- (e) Should the Substantial Completion and/or Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set above because of lack of performance by the Contractor, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the City including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.
- (f) Monies due to the City for liquidated damages and/or actual damages shall be deducted from any monies due the Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor shall be liable for said amount.

3. **Compensation and Payment.**

- (a) As compensation for the Work, the City agrees to pay the Contractor a fee in the amount of TWENTY THOUSAND NINE HUNDRED ONE DOLLARS and SEVENTEEN CENTS (\$20,901.17), in accordance with Contractor's Proposal attached as Exhibit "B" (the "Fee"). The Fee shall be paid as a lump sum payment within thirty days of receiving notice of Final Completion and a corresponding invoice from the Contractor.
- (b) The Contractor shall invoice the City once the project has been completed. The invoice shall provide a detailed statement of the Work performed by Contractor for the period of time covered by the invoice. Contractor shall use the form attached hereto as Exhibit "C", or such other form as may be provided by City from time to time.
- (c) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and, within fifteen (15) calendar days, the Parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within five (5) days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete.
- (d) If a dispute should occur regarding a submitted invoice, an item in the Final Punch list, or any portion of the completed Work, the City Manager may withhold payment of the disputed amount or such amount that represents the value of the disputed item in the Final Punch list or portion of the completed Work, and the City Manager may pay to the Contractor the undisputed portion of the Fee. Upon written request of the Finance Director, the Contractor shall provide written documentation

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

4. **Subcontractors.**

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

5. **City's Responsibilities.**

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

6. **Contractor's Responsibilities.**

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

acts any of them may be liable, shall be immediately remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has made final payment to Contractor.

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

7. **Termination.**

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

8. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Insurance Exhibit "D". The carrier of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9. **Nondiscrimination.**

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

10. **Agreement Documents.**

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

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

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

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

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

12. **Indemnification.**

- (a) **General Indemnity.** Contractor shall indemnify, defend and hold harmless the City, its officers, and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of engineers, architects, attorney's, consultants and other professionals and trial and appellate court and arbitration costs arising out of or resulting from the performance of the Work, excluding claims arising from the sole negligence of City. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (i) any and all bodily injuries, sickness, death, disease; (ii) injury to or destruction of real property or tangible personal property, be it publicly or privately owned, including the loss of use resulting therefrom; (iii) other such damages, liabilities or

losses received or sustained by any person or persons during or on account of any operations connected with the construction of the Work including the warranty period; (iv) the use of any improper materials; (v) any construction defect including patent defects; (vi) any act or omission of Contractor or his Subcontractors, agents, servants or employees; (vii) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, his Subcontractors, agents, servants or employees; (viii) the breach or alleged breach by Contractor of any term of this Agreement, including the breach or alleged breach of any warranty or guarantee.

- (b) Defense. In the event that any claims are brought or actions are filed against the City that are encompassed by the Contractor's duty to indemnify as stated in this Agreement, the Contractor agrees to defend against all claims and actions brought against the City regardless of whether such claims or actions are rightfully or wrongfully brought or filed. City reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Contractor.
- (c) Payment of Losses. Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of City, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of City when applicable.
- (d) The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives.

- (a) Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

For The Contractor: Jeffrey Cohen
M&M Asphalt Maintenance Inc.
1180 SW 10th Street

Delray Beach, FL, 33444

14. **Governing Law.**

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

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

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

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

- (a) All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City. The Records shall be properly indexed and labeled.
- (b) The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.
- (c) The City may terminate this Agreement for refusal by the Contractor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- (d) Contractor shall comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not

exceed the cost provided in Chapter 119, Florida Statute, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City

17. **Nonassignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

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

20. **Compliance with Laws.**

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

21. **Waiver.**

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

22. **Survival of Provisions.**

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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts.**

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

25. **Authorization to Sign Agreement.**

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

26. **Non-Exclusive Agreement.**

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

27. **Continuing the Work.**

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

28. **Changes in the Work.**

- (a) Without invalidating the Agreement and without notice to any surety, City may, at any time or from time-to-time, order additions, deletions, or revisions in the Work by a Written Amendment or Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved.
- (b) The Contract Price may only be changed by a written Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice of intent to claim delivered to the City promptly [but in no event later than three (3) business days after the first occurrence of the event giving rise to the amount of the claim]. Contractor shall deliver to the City a good faith estimate of the cost and time impacts caused by the claim causing event within seven (7) calendar days of the first occurrence of the event giving rise to the claim. Within seven (7) calendar days of the conclusion of the claim causing event, but no later than the Substantial Completion date, Contractor shall deliver to the City a full and complete written claim identifying all costs and time impacts that the Contractor believes should be paid due to the claim causing event and shall include full and final substantiation for all price and time adjustments. The City Manager will review the claim and make a decision on the request. The City Manager's decision will be final unless within seven (7) calendar days of the date of the City Manager's decision the Contractor provides the City with written notice expressly stating that the Contractor disputes the decision and intends to pursue the matter via litigation. Failure by Contractor to strictly comply with the provisions of this article will result in a waiver of the claim.

29. **Subsurface Conditions**

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

30. **Compensation for Delay.**

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

performance of the Work, and then only where such acts continue after Contractor's written notice to the City of such interference.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]


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

ATTEST:

CITY OF DORAL



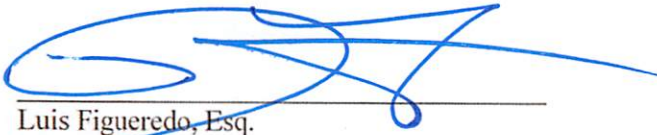
Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

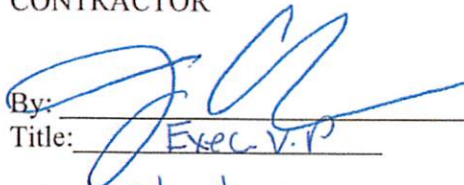
Date: March 23, 2020

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



Luis Figueredo, Esq.
City Attorney

CONTRACTOR

By: 

Title: Exec. V.P.
Date: 3/17/2020

Exhibit “A”
Scope of Work

Exhibit A

SCOPE OF SERVICES

1.0 LOCATIONS

The Contractor shall provide materials, labor and equipment to repair, reseal, and restripe the parking lots at the following locations:

- | | |
|------------------------|---|
| 1. Trails & Tails Park | 11645 NW 50 th Street, Doral, FL 33178 |
| 2. Veterans Park | 10190 NW 33 rd Street, Doral, FL 33172 |

2.0 SCOPE OF WORK

2.1 Patching (Before Seal Coating)

- a. Neatly saw cut the perimeters of the deteriorated asphalt to full depth.
- b. Excavate the patch area removing from the site any asphalt, and unsuitable base material.
- c. Apply a tack coat to all edges and base material to insure the proper binding of the old and new pavement. Base material must be compacted as well.
- d. Install new hot mix asphalt into the patch and insure proper compaction.
- e. Allow new asphalt surfaces to cure for a minimum of four (4) weeks under ideal weather conditions (70 degrees) before applying any seal coating.

2.2 Crack Sealing (Before Seal Coating)

- a. Remove all vegetation and debris from cracks to the full depth of the crack. If vegetation exists, graze area and treat with a concentrated solution of an approved water based herbicide. Surface and hairline cracks less than 1/4" wide will be left as is.
- b. Larger cracks greater than 1/4, use a hot applied crack sealant to City of Doral's specifications to fill the crack. Cracks should be dry prior to filling.
- c. SealMaster CrackMaster Supreme Hot Pour Crack.
- d. Sealing Material (M1050L) to seal the cracks and squeegee flush to the adjoining pavement.

2.3 Oil Spot Treatment (Before Seal Coating)

- a. Brush away loose material from the oil spots and clean using a steel broom.
- b. Heavier oil spots should be treated by burning or washing with detergent.

- c. Apply SealMaster PetroSeal (M1120P) or PrepSeal (M1130P) to all grease, oil, gasoline, and similar petroleum stains.

2.4. Pavement Cleaning (Before Seal Coating)

- a. Immediately prior to sealing, remove all loose materials, dirt, and debris from the pavement surface by using power blowers, mechanical sweeping equipment, brooms, and power washers as needed. Do not sealcoat over dirt, clay, or wet conditions.

2.5 Seal Coating

- a. All stop signs and parking bumpers must be removed prior to applying sealer and reinstalled after. The Contractor will be responsible for replacing any parking bumper which is damaged during the removal or reinstallation process. Parking bumpers must be the same type as existing.
- b. Sealer may be applied with a squeegee machine, full sweep agitated spray machine, or hand squeegee.
- c. Use SealMaster Federal spec (RP-355e) Coal Tar sealer. Must be thoroughly mixed before application. Please refer to spec sheet SMT-100 for mixing guidelines.
- d. Only Top Tuff and FSA drying enhancers may be added as needed.
- e. Dilute as specified on SealMaster spec sheet SMT-100 (30-40% maximum).
- f. Use three to five (3-5) pounds of sand (40-60 mesh AFS) per gallon of sealer.
- g. Two complete coats are required on all asphalt surfaces. A third coat must be applied to high traffic areas and entryways.
- h. The first coat must be applied and left to dry a minimum of four (4) daylight hours prior to the second coat being applied. A minimum of 24 hours cure time after final application is required.
- i. The second coat must dry 12 hours with at least four (4) being daylight hours before applying a third coat in the high traffic areas and entryways.
- j. Apply pavement sealer when ambient temperature is at least 50° F and rising, 60° F or higher is preferable for maximum performance. **Do not apply** when temperature is expected to drop below 50° F within 24 hours after application. **Do not apply** if rain is imminent within 8 hours.
- k. Apply properly mixed SealMaster Coal Tar (SealMaster Coal Tar Concentrate, Sand, and Water) at rate of .11 to .13 gallon per square yard (70-82 square feet per gallon) per coat. Spray pressure should not exceed 70psi.

2.6 Striping

- a. Contractor must restripe parking lot to match the existing striping. Additional striping may be requested by the City.
- b. Traffic paint shall be the SealMaster Fast Dry HD 100% acrylic waterborne white (M1270P) and yellow traffic paint (M1280P) or approved equal.
- c. For handicap blue, use SealMaster Handicap Blue 100% acrylic emulsion paint (M1230P) or approved equal. Florida accessibility code Chapter 11, FBC required.
- d. Striping shall be applied only after the sealer is sufficiently cured to not allow bleed through.
- e. Contractor-grade, mechanical, motorized paint sprayers must be used to apply paint.
- f. Handicap identification may be rolled.

3.0 PERFORMANCE OF WORK

- 3.1** The Contractor and a City of Doral representative shall coordinate their efforts to ensure the accessibility of work area to avoid project delays.

- 3.2** City of Doral will use its best efforts to minimize activities that might prove detrimental to the work in progress such as automatic sprinkler systems, customer or construction traffic, and parked vehicles. This includes not using automatic sprinklers for 1 week after completion of work and not using street sweepers for 3 weeks after completion of work.

4.0 GUARANTEE

- 4.1** Contractor shall warrant work and materials to be free of defects for a period of one year from the date of completion. Normal wear excluded.

5.0 MISCELLANEOUS

- 5.1** Contractor must have material safety data sheets (MSDS) available at all times while on the job site.
- 5.2** Contractor must submit product description, photographs and detailed specifications with bid, if submitting a product they deem as an "Equal" to the products specified. All products are subject to evaluation and approval by the City.
- 5.3** Contractor is responsible to obtain and pass all required City, County, State permits and Inspections. City will pay for permit fees.
- 5.4** Contractor shall submit a schedule of work for this project.
- 5.5** No work shall commence until a Notice to Proceed (NTP) has been issued by the City to the Contractor.

6.0 . CONTRACT CHANGES

The City reserves the right to delete, add or revise items and services under this ITB at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items added or revised must be mutually agreed upon in writing by the Contractor and the City Manager his/her designee.

7.0 SUB-CONTRACTING

Neither party to the Contract shall assign the Contract or subcontract it as a whole or in part thereof without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the contracting City Manager.

8.0 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA) STANDARDS

The Contractor certifies that all materials, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Contractor further certifies, that, if he/she is the Contractor, and the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

The Contractor shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the Contractor shall provide the City with a copy of their written safety program pertaining to the subject of the bid/contract, if such a program is required by law.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

The City reserves the right to make safety inspections at any time the Contractor is within the City limits to ensure safety rules are not being violated.

9.0 DEBRIS

The Contractor shall be responsible for the prompt removal of all debris which results from this service.

10.0 PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City of Doral or that of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of Doral may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his/her agents.

11.0 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

12.0 SAFETY REGULATIONS

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

Exhibit “B”
M&M Asphalt Maintenance
Bid Submittal

Pricing Sheet

1	Trails & Tails Park (Parking Lot) 32,400 sq. ft.		
Scope of Work	ft/unit	Cost per Unit	Total Cost
Patching	400 SQ FT	\$ 4.85	\$ 1,940.00
Crack Sealing	300 LF	\$ 4.50	\$ 1,350.00
Oil Spot Treatment	280 SQ FT	\$ 1.00	\$ 280.00
Pavement Cleaning	32,400 SQ FT	\$ 0.02	\$ 648.00
Sealcoating	32,400 SQ FT	\$ 0.17	\$ 5,508.00
Stop Bars (2' x 12)	QTY: 3	\$ 25.00	\$ 75.00
Yellow Striping 4"	470 LF	\$ 0.25	\$ 117.50
White Striping 4"	2789 LF	\$ 0.17	\$ 474.13
Blue Striping 4"	185 LF	\$ 0.19	\$ 35.15
Arrows 4'	8	\$ 25.00	\$ 200.00
Handicap Symbol	6	\$ 65.00	\$ 390.00
Parking Bumper Replacement	5	\$ 50.00	\$ 250.00
Do Not Enter & Stop Sign Replacement w/ Post	1	\$ 1,976.25	\$ 1,976.25
		Total Cost for Item 1	\$ 13,244.03

Pricing Sheet

2 Veterans Park (Parking Lot) ~7,350 sq. ft.			
Scope of Work	ft/unit	Cost per Unit	Total Cost
Patching	50 SQ FT	\$ 4.85	\$ 242.50
Crack Sealing	45 LF	\$ 4.50	\$ 202.50
Oil Spot Treatment	288 SQ FT	\$ 1.00	\$ 288.00
Pavement Cleaning	7350 SQ FT	\$ 0.02	\$ 147.00
Sealcoating	7350 SQ FT	\$ 0.20	\$ 1,470.00
White Striping 4"	234 LF	\$ 0.17	\$ 39.79
Blue Striping 4"	90 LF	\$ 0.19	\$ 17.10
Arrows 4'	3	\$ 25.00	\$ 75.00
Handicap Symbol	1	\$ 65.00	\$ 65.00
Stop Bar 24"	22 LF	\$ 35.00	\$ 770.00
Asphalt Edge Repair	350 LF	\$ 10.69	\$ 3,741.50
Parking Bumper Replacement	5	\$ 50.00	\$ 250.00
NO PARKING marking on entrance.	1	\$ 348.75	\$ 348.75
Total Cost for Item 2			\$ 7,657.14
Total Cost for Items 1 & 2			\$ 20,901.17

Pricing Sheet

Add/Deduct	Trails & Tails Park (Bike Trail) ~1,607 linear ft.		
Scope of Work	ft/unit	Cost per Unit	Total Cost
Patching	50 SQ FT	\$ 3.85	\$ 192.50
Crack Sealing	100 LF	\$ 0.45	\$ 45.00
Pavement Cleaning	22,500 SQ FT	\$ 0.03	\$ 675.00
Sealcoating	22,500 SQ FT	\$ 0.15	\$ 3,375.00
Yellow Striping 4"	550 LF	\$ 1.09	599.50
Total Cost for Add/Deduct			\$ 4,887.00

Exhibit “C”
Payment Form

Application For Payment No. _____

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

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

Accompanying Documentation: _____

Contractor's Certification:

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

Date Contractor

By: _____

State of _____
County of _____

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

Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

City's Representative

APPLICATION FOR PAYMENT INSTRUCTIONS

A. GENERAL INFORMATION

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

B. COMPLETING THE FORM

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

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

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

C. LEGAL REVIEW

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

Application No.

Date:

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

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

Exhibit “D”
Insurance Requirements

EXHIBIT "D"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$3,000,000
Policy Aggregate (Per Job/Location)	\$3,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$3,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non- Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory - State of Florida

B. Employers Liability Limits:

\$1,000,000 for bodily injury caused by an accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. Umbrella or Excess Liability insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the

underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.

RESOLUTION No. 20-42

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2020-03 "PARKING LOT RESEALING AT TRAILS AND TAILS PARK AND VETERANS PARK" TO M AND M ASPHALT MAINTENANCE INC. AS THE LOWEST, MOST RESPONSIVE AND MOST RESPONSIBLE BIDDER; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH M AND M ASPHALT MAINTENANCE INC. FOR THE PROVISION OF PARKING LOT RESEALING SERVICES AT TRAILS AND TAILS PARK AND VETERANS PARK IN AN AMOUNT NOT TO EXCEED \$20,901.17 PLUS A 10% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT OF \$22,991.29; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT LOWEST BIDDER SUCCESSIVELY IF AN AGREEMENT CANNOT BE REACHED WITH M AND M ASPHALT MAINTENANCE INC.; APPROVING THE TRANSFER OF FUNDS IN THE AMOUNT OF \$22,991.29 FROM ACCOUNT 001.90005.500650 TO ACCOUNT 001.90005.500634; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Invitation to Bid (ITB) No. 2020-03 "Parking Lot Resealing at Trails & Tails Park and Veterans Park" on January 30, 2020 for the provision of procuring parking lot resealing and restriping services at Trails & Tails Park and Veterans Park,

WHEREAS, ten (10) firms attended a mandatory pre-bid meeting which was held on February 11, 2020, and two (2) submittals were received and opened on the February 27, 2020 deadline, with all firms meeting the required criteria; and

WHEREAS, upon review of bids received, staff determined that M&M Asphalt Maintenance Inc. was the lowest most responsive and responsible bidder; and

WHEREAS, Staff respectfully requests approval from the Mayor and City Councilmembers to award ITB No. 2020-03 "Parking Lot Resealing at Trails & Tails Park and Veterans Park" to M&M Asphalt Maintenance Inc. and authorize the City Manager to

negotiate and enter into an agreement with M&M Asphalt Maintenance Inc. for the provision of providing parking lot resealing and restriping services in an amount not to exceed \$20,901.17 plus a 10% contingency for a total amount not to exceed \$22,991.29. Staff further requests Mayor and City-Council-Members approval to authorize the City Manager to negotiate with the next lowest bidder successively if an agreement cannot be entered with M&M Asphalt Maintenance Inc. Finally, staff is respectfully requesting Mayor and City Council-Members approval for the transfer of funds in the amount of \$22,991.29 from Parks & Recreation account 001.90005.500650 to account 001.90005.500634 for this project.

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

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

Section 2. Approval & Authorization. The Mayor and City Council-members hereby approve the award of ITB No. 2020-03 to M&M Asphalt Maintenance Inc. and authorize the City Manager to negotiate and enter into an agreement with M&M Asphalt Maintenance Inc. for the provision of providing parking lot resealing and restriping services in an amount not to exceed \$20,901.17 plus a 10% contingency for a total amount not to exceed \$22,991.29. The Mayor and City-Councilmembers further approve to authorize the City Manager to negotiate with the next lowest bidder successively if an agreement cannot be entered with M&M Asphalt Maintenance Inc. Finally, Mayor and City Councilmembers approve the transfer of funds in the amount of \$22,991.29 from Parks & Recreation account 001.90005.500650 to account 001.90005.500634 for this project.

This Authorization does not create or confer any rights to the M&M Asphalt Maintenance Inc. or any of the other firms.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

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


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

PASSED AND ADOPTED this 11 day of March, 2020.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY