

WORK ORDER FOR PROFESSIONAL SERVICES

TO: Metro Express, Inc.
9390 N.W. 109th Street
Medley, FL 33178

DATE: July 29th, 2022

The City of Doral authorizes the firm of Metro Express, Inc. to proceed with the materials, labor, and equipment for concrete foundation work at the Cultural Arts Center located at 8395 NW 53rd ST, Doral FL, 33166. This foundation will be built in conformance with the drawings provided by Bermello Ajamil & Associates and DDA Structural Engineers. Where Metro Express, Inc. is a qualified vendor and selected utilizing typical procurement practice of three solicitation process and as per resolution approved by the City Council on March 09th, 2022, through Resolution 22-31. The work should be performed in accordance with the attached Proposal submitted on July 20th, 2022, submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCEHDULE:

The scope of the project will be as described in the attached proposal from Metro Express, Inc. submitted on July 20th, 2022. The scope includes excavation, compaction and hauling off of earthwork, forming of foundation, installation of reinforcement steel, pouring and finishing of concrete. The schedule requires the work to be performed within 30 calendar days from NTP. All limitations of time set forth in this Work Order area of the essence. The performance of services associated with this Work Order will be executed based on the lump sum value submitted by Metro Express, Inc., with a not to exceed amount of \$19,996.00.

Work Order incorporates the terms and conditions set forth in the proposal provided by Metro Express, Inc. dated July 20, 2022, between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the proposal, the provisions of this specific Work Order shall prevail and apply.

This Work Order is not binding until the City of Doral agrees and approves this Work Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

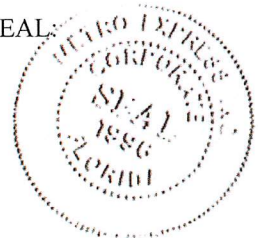
CONSULTANT: Metro Express, Inc.

BY: *Delio Trasobares*
NAME: Delio Trasobares
TITLE: President

WITNESSES:

1. *Angel Fernandez*
2. _____

SEAL:



OWNER: City of Doral

BY: *Hernan M. Organvidez*
NAME: Hernan M. Organvidez
TITLE: Acting City Manager

AUTHENTICATION

BY: *Connie Diaz*
NAME: Connie Diaz
TITLE: City Clerk

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

BY: *Luis Figueredo*
NAME: Luis Figueredo, ESQ.
TITLE: City Attorney



Quotes Tabulation Form

Department: PARKS BOND - PW

Vendor Number: 822

Vendor Name: METRO EXPRESS, INC

Brief Description and Quantities:

GO BOND - CONCRETE FOUNDATION PAD FOR MANOLO VALDEZ SCULPTURE AT CULTURAL ARTS CENTER.

INCLUDES: CONCRETE FOUNDATION REINFORCEMENT (16X16X3)
CONCRETE, 4,000 PSI, STEEL(REBAR, TOP/BOTTOM)

	Vendor Name	Total Amount
Vendor 1	METRO EXPRESS	\$19,996.00
Vendor 2	CONCRETE BY M&J	\$22,502.40
Vendor 3	KVC CONSTRUCTORS	\$65,398.00
Vendor 4 (Optional)		
Vendor 5 (Optional)		

Requested By: SARA SENCION

Date: 7/21/2022



Metro Express, Inc.
State Wide General Engineering Contractors
CGCO50965- E-201301

Licensed
 Insured
 Bonded

PROPOSAL

Quote No. 072022-001

Date: 7/20/2022

To: City of Doral, Public Works Department
 8401 NW 53d TER
 Doral, FL 33166

Contact Carlos Arroyo email: carlos.arroyo@cityofdoral.com
 Phone: 305-593-6740 Fax: 305-593-6617

Job:
 Concrete Foundation Pad for Sculpture
 Location: Cultural Arts Center (8395 NW 53rd ST, Doral, DL 33166)

We hereby propose to furnish all labor, material and equipment subject to terms and conditions as follows:

The job will include and be limited to the following:

	<u>Unit</u>	<u>Qty</u>	<u>UP</u>	<u>Total</u>
Concrete Foundation reinforced (16' x 16' x 3')	LS	1.00	19,996.00	19,996.00
Concrete 4,000 PSI, steel (#8 rebar, top/bottom 16 each)				

City to provide stake with ground elevation and reference for slab location
 Foundation as per Sheet S400 of plans provided
 Concrete to be poured on existing soil (plate compacted)
 Sculpture, Base, Post, Anchors, Grout, by others
 Dos not include any permit fees

Notes: **GRAND TOTAL \$19,996.00**

- **All other job not listed above will be billed at additional charge.
- **Price do not include any permit (to be obtained by others), MOT, surveying, tree removal, valve adjustment, testing, layout, marking, painting, as-built, regrading, landscaping, etc
- **Not responsible for area not ready, cars or any other obstacle in the area of work.
- **All work to be performed in regular daily operation hours during weekdays.
- **If any Permits are required then fees need to be reimbursed with Invoice

We hereby propose to furnish labor and materials, complete in accordance with above specifications, for the sum shown above, with payment to be made within 30 days after work completed.

THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THEREAFTER AT THE OPTION OF METRO EXPRESS INC.

Authorized Signature: A.F.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outline above and interest charges may be charged upon delinquent accounts.

ACCEPTED BY: _____
 name signature

DATE: _____

Concrete By M&J

City Of Doral

Attention: Estimating

Date: 7/15/22

Project Title: Doral Cultural Arts Center

ESTIMATE

Description	Quantity	Unit Price	Cost
16' X 16' X 36" Concrete Slab - Reinforced W/ #8 Rebar @ 12"	256	\$ 87.90	\$22,502.40
		Total	\$22,502.40

4000 PSI Concrete included

Pump not included

Saturday work extra charge of \$500.00

Forms are placed based solely upon your surveyors stakes and points

We are not responsible for Grade, Elevation, Demo or The Site

Contractor is responsible for any extra concrete used due to grade irregularities

Prices are based on form and pour same day we are not responsible for any inspections crews must be able to pour by 1:00 PM unless discussed prior to crew being on site

If won contractor must give notice 3 to 4 weeks ahead of start date as it may or may not conflict with our schedule and cause changes in prices

Thank You For The Opportunity!!!!!!!!!!



July 21st, 2022

Mr. David Soler
8401 NW 53rd Terrace
Doral, Florida 33166

Re: **Doral Cultural Art Center**
8395 NW 53rd Street
Doral, Florida 33166

Request for Change Order (RCO) 043 - Sculpture Foundation Slab – Revision 1

Mr. Soler,

Pursuant to provisions of Article 7 Changes in the Work of General Conditions of the Agreement between KVC Constructors, Inc. and City of Doral dated October 29th, 2020; KVC Constructors, Inc. is hereby submitting **Request for Change Order 043 Sculpture Foundation Slab – Revision 1** for formal review and approval.

As requested by the City of Doral, the attached cost includes the work associated to provide a concrete footing slab for the sculpture in accordance with the drawings transmitted by David Soler on June 1st, 2022. The following qualifications apply in conjunction with the scope associated with this RCO:

1. Items not specifically mentioned above or on the attached subcontractor breakdown are NOT included.
2. We have NOT included permit fees of any kind.
3. Items specifically excluded or qualified on the subcontractors back up documentation are specifically excluded and/or qualified on this RCO by KVC except were stated otherwise.
4. This RCO is only representative of the additional scope costs associated with the sculpture concrete foundation slab, but only to the extent of the provided backup attached to this RCO.
5. This RCO does NOT include shop drawings, dewatering, sculpture attachment/installation or repairs for any unforeseen existing utilities and/or irrigation lines that may break during the work. In case that KVC has issues with existing underground utilities and irrigation lines that we were not aware of because these are not shown on the contract drawings, a separate change order will be submitted with the cost associated to these additional repairs.
6. This cost assumes existing underground utilities and structures will not interfere with the new footing slab.
7. KVC Constructors, Inc. will reserve its rights for a contract time extension and additional general conditions for the work described herein when the full impact/delay in implementing the work associated with the RCO is determined.
8. If in the event unforeseen conditions occur while performing this addition/change to the Contract, KVC Constructors, Inc. reserves the right for further compensation.
9. Work to be performed during normal working hours; premium time is specifically excluded unless stated otherwise on the attached.
10. **Be advised that if this RCO is not approved by August 4th, 2022, the pricing will increase and a new RCO amount will need to be submitted for a formal review and approval.**



Please find the breakdown and pertinent back up for Request for Change order No. 043.

RCO Amount: \$ 65,398.00
RCO Time: 0 Days

If you have any questions, comments, and/ or concerns please feel free to call us.

Sincerely,
KVC Constructors, Inc.

A handwritten signature in blue ink that reads 'Gretchen Velez'.

Gretchen Velez
Project Manager

Approval / Date

CC: Vick Crespín, Alex Felipe, George Diaz, Liza Turek, Scott Bakos, RCO# 043-Log, KVC File

KVC Constructors, Inc.					
Doral Cultural Arts Center					
	RCO 043 - Sculpture Foundation Slab - Revision 1			DATE:	7/21/2022
REFERENCE	DESCRIPTION	ESTIMATED LABOR	ESTIMATED MATERIAL	ESTIMATED SUB	ESTIMATED COST
					DIVISION TOTALS
Division 002 Concrete					
Per Owner's Directive	All material, labor and equipment to provide the steel reinforcing, formwork and concrete to build a 16' x 16' x 3' foundation slab for the Manolo sculpture that will be placed on the South Elevation. This cost only includes the work associated with the concrete foundation slab. Shop drawings, dewatering, repairs for unforeseen existing utilities or irrigation lines, sculpture attachment/installation are not included on this cost. This cost satisfies A&A Builders CO #26 Revision 4 dated 07/20/22.			\$ 58,914.00	\$ 58,914.00
	Subtotal:				\$ 58,914.00
	Project Manager	\$ -	\$ -	\$ -	\$ -
	Superintendent	\$ -	\$ -	\$ -	\$ -
	Labor Burdon - 45%	\$ -	\$ -	\$ -	\$ -
	Misc.	\$ -	\$ -	\$ -	\$ -
	Subtotal				\$ -
	Total				TOTAL \$ 58,914.0
	Overhead & Profit - 8%				\$ 4,714.00
	General Liability Insurance - 1%				\$ 590.00
	Builders Risk Insurance - 1%				\$ 590.00
	Bond - 1% (of the actual cost of work)				\$ 590.00
	GRAND TOTAL				\$ 65,398.00

RCO # 26r4**PROJECT No: DCAC****7/20/2022**

To: KVC Constructors
 Attn: Gretchen Velez

Project: Doral Cultural Arts Center



DCAC - Foundation Slab for Sculpture

Description	Qty	Unit	Subtotal \$	
1. Material				19,812
Concrete	33	CY	\$ 6,607	\$176 + \$45 + \$60 + 10 + tax
Form Work (plywood, 2x4, bracing)	256	SF	\$ 1,600	\$5.84 / SF + tax
Rebar	5.5	TN	\$ 11,427	\$1,870 / TN + tax + delivery
Besser Brick	72	EA	\$ 114	\$0.50 / brick + tax
Cure Compound	1	Gal	\$ 64	\$60 / gal + tax
2. Labor				32,500
Safety	8	MH	\$ 440	1 persons x 4hr x 2 weeks
Layout	40	MH	\$ 2,800	1 person x 40 hr x 1 week
Form (Build / Install)	160	MH	\$ 7,200	4 people x 40 hr x 1 wk
Rebar Install	96	MH	\$ 4,320	4 people x 8 hr x 3 dys
Pour support	16	MH	\$ 720	2 people x 8 hr x 1 day
Strip / disassemble panels	48	MH	\$ 1,920	3 people x 8 hr x 2 day
Pump	1	day	\$ 880	
Place	16	MH	\$ 720	2 people x 8 hr x 1 day
Finish	1	day	\$ 800	
Excavate foundation	1	LS	\$ 3,500	Civil Sub
Haul excess away	1	LS	\$ 2,000	Civil Sub
Compact bottom of foundation	1	LS	\$ 1,500	Civil Sub
Backfill & Compact after foundation is poured	1	LS	\$ 2,500	Civil Sub
Forklift Operator	2	Wk	\$ 3,200	1 person x 40 hr x 2 weeks
3. Equipment				4,336
Forklift	2	WK	\$ 3,824	
Small Tools	256	SF	\$ 512	
			SUBTOTAL \$	56,648

Change Order Request Summary

Cost to build 16'x16'x3' foundation for sculpture per sketch received on 6/2/22. Excludes rebar shop drawings, dewatering, base material, misc metals, sculpture attachment and installation. Assumes existing underground utilities and structures will not interfere with pad.	Material, Labor, Equipment Subtotal: \$	56,648.12
	M/up (4%) \$	2,265.92
	\$	-
	Change total \$	58,914

From: rudy@aa-builders.com
Sent: Wednesday, July 20, 2022 4:59 PM
To: Gretchen Velez
Cc: Alex Felipe
Subject: RCO #26r4 Sculpture Foundation
Attachments: [RCO 26r4 - DCAC -Sculpture Foundation.pdf](#)

Alex / Gretchen,

I've revisited RCO #26 as requested and was able to make the following adjustments (see revised proposal attached):

- 1) Use Layout person as Foreman and Layout. This would eliminate the need for a foreman
- 2) Because the foundation is designed to be buried 8" below grade means there will be no need to point and patch so this was eliminated.

The items above have net a price reduction of 13% and the best we can do with our portion of the work.

Regards,

rudy armenta
President



7655 W 20th Ave Miami, FL 33014 C: 786-367-8341 F: 305-823-0192
rudy@aa-builders.com www.aa-builders.com

From: David Soler <dsoler@bcceng.com>
Sent: Wednesday, June 1, 2022 2:24 PM
To: Gretchen Velez
Subject: Doral Cultural Arts Center - Sculpture slab on grade
Attachments: [A100 REV 23 SCULPTURE LOCATION.PDF](#); [Permit Calculation for Sculpture DCAC.pdf](#); [S400.pdf](#)

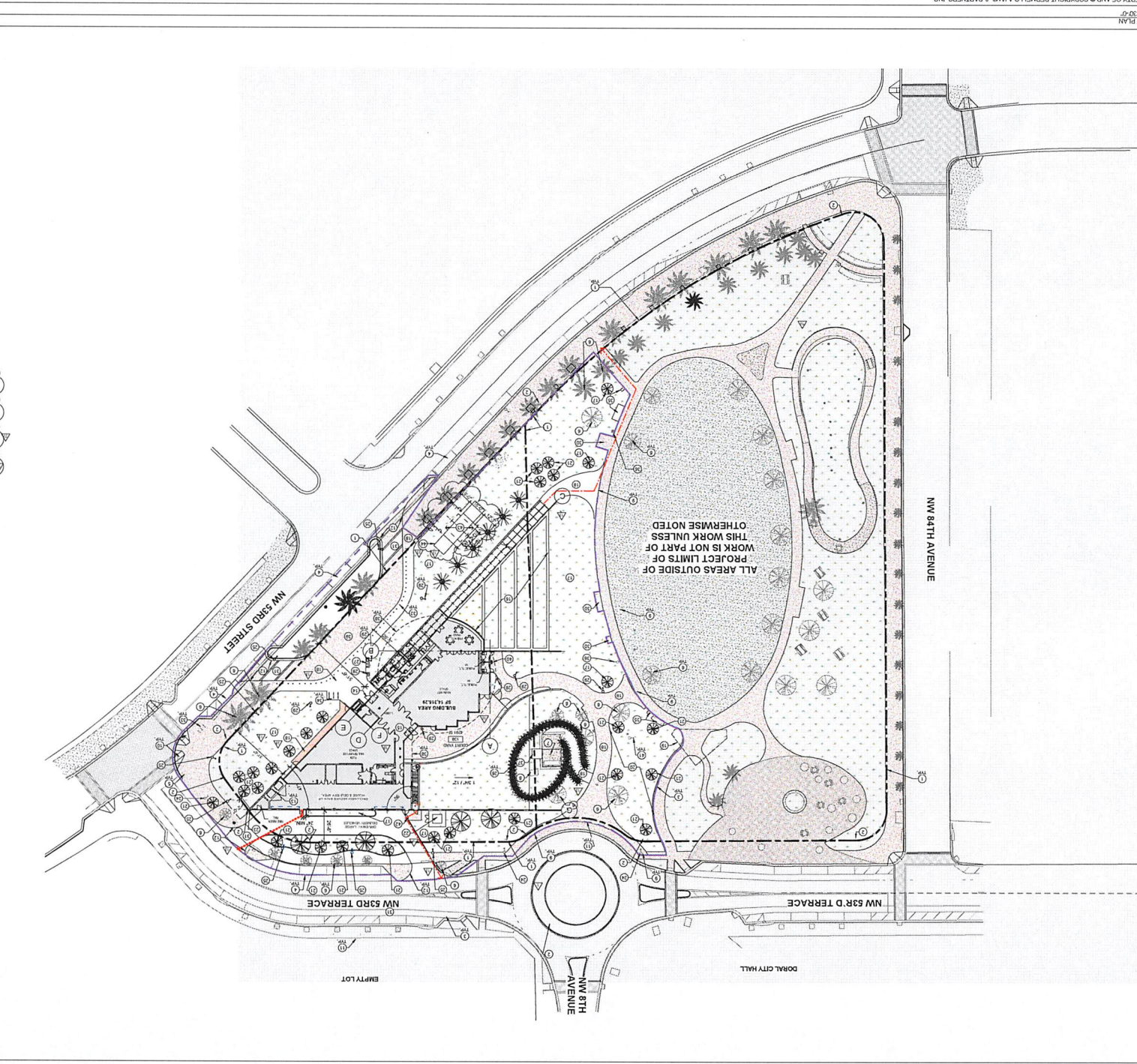
Gretchen – Please provide a quote.

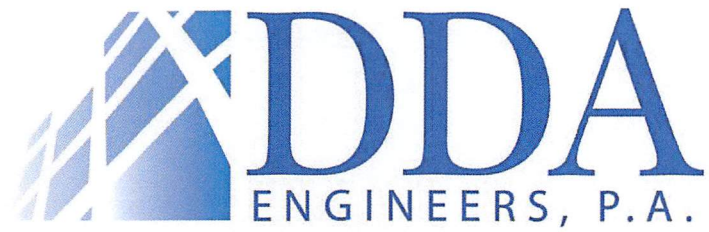
regards,

David Soler, PE
Senior Project Manager
Parks Bond Program Management Team
8401 NW 53 Terrace
Doral, FL 33166
T (305) 850-9766
dsoler@bcceng.com

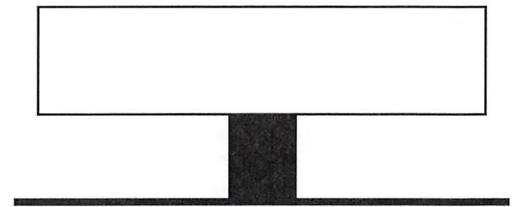
ENGINEER: LANDSCAPE ARCHITECT & CIVIL
 PROJECT NAME: 100% CDS SITE PLAN
 SHEET NAME: A100
 SHEET NO.: 100% CDS
 PROJECT ADDRESS: 3001 East Bayshore Drive, 100th Floor
 PROJECT CITY: Miami, FL 33131
 PROJECT STATE: FL
 PROJECT ZIP: 33131
 PROJECT PHONE: (305) 850-2000
 PROJECT FAX: (305) 850-2000
 PROJECT EMAIL: info@berello.com

NO.	REVISION	DATE	DESCRIPTION
1	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
2	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
3	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
4	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
5	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
6	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
7	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
8	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
9	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
10	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
11	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
12	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
13	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
14	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
15	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
16	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
17	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
18	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
19	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
20	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
21	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
22	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
23	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
24	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
25	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
26	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
27	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
28	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
29	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
30	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
31	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
32	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
33	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
34	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
35	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
36	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
37	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
38	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
39	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
40	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
41	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
42	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
43	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
44	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
45	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
46	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
47	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
48	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
49	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT
50	ISSUE FOR PERMIT	05/26/2022	ISSUE FOR PERMIT





*Structural Calculations
Doral Cultural Arts Center
Foundation for Sculpture
Aida M. Albaisa, P.E.
P.E. No: 45130*



Disclaimer/Copyright

These calculations are based on the ASCE 7-98, ASCE 7-02, ASCE 7-05, ASCE 7-10, and ASCE7-16 Standard Practices for determining the minimum wind loads, and intended performance goals, for buildings, other structures and their nonstructural components that are subject to building code requirements. While the information presented by this program is believed to be correct, SDG, Inc. neither intends for this program to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such a professional in interpreting and applying the results of the report provided by the WLS 2019 program.

SDG, Inc. disclaims any responsibility for any particular results relating to the use of the WLS 2019 Program. SDG, Inc. disclaims any liability for any personal injury or any loss or damage of any kind, including all indirect, special, or consequential damages and lost profits, arising out of or relating to the use of the WLS 2019 program. Any individual who relies on the WLS2019 program assumes all liability arising from its use.

This program contains terminology and figures from ASCE Standard 7, Minimum Design Loads for Buildings and Other Structures Copyright © by the American Society of Civil Engineers (ASCE) [in conjunction with the Structural Engineering Institute (SEI)], 1801 Alexander Bell Drive, Reston, VA 20191-4400. ASCE permitted the use of this material under a copyright release dated February 2, 2000. SDG, Inc. gratefully acknowledges ASCE's cooperation in permitting the use of this material.

Signature / Stamp

Site Information

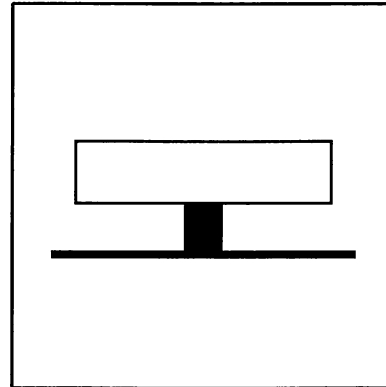
Terrain Exposure:	C
Basic Wind Speed:	175 mph
Topography:	Flat

Optional Factors

This project uses load combinations from ASCE 7.

Structure Information

Structure Type:	Sign
Structure Category:	II
Sign Dimensions	
Width:	50.0 ft
Height:	12.0 ft
Support Dimensions	
Number of Supports:	1
Shape:	Square
Minimum Width:	8.00 ft
Height:	9.00 ft
Surface Classification:	Moderately Smooth
Sign Openings	
Area of Openings:	0.00
Percent Solid:	100 %
	Sign is Solid



Doral Cultural Center

ASCE 7-16 Wind Load Report

May 06, 2022

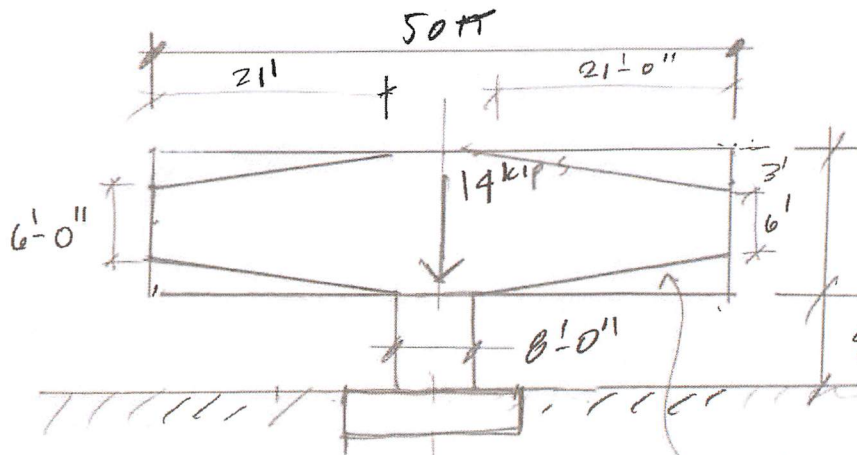
This data was calculated using the building of all heights method.

Wind Directed Normal to Face

	z (ft)	q (psf)	G	Cf	Af (ft ²)	Force (lbf)	
Support Calculations							
	0.00 - 9.00	56.5	0.881	1.30	72.0	4670	$56.5 \times .881 \times 1.3 = 64.7 \text{ psf} \times .6 = 39 \text{ psf}$
Sign Calculations							
	9.00 - 15.0	56.5	0.881	1.68	300	25100	
	15.0 - 20.0	60.1			250	22200	$60.7 \times .881 \times 1.68 = 89.8 \text{ psf} \times .6 = 54 \text{ psf}$
	20.0 - 21.0	60.7			50.0	4490	
Sign Calculations - Case C							
	0 to s	60.7	0.881	2.93	144	22600	$57.4 \text{ kips total} / (50' \times 12') = 96 \text{ psf ULT}$ $\times .6 = 58 \text{ psf ASD}$
	s to 2s	60.7		1.92		14800	
	2s to 3s	60.7		1.33		10200	
	3s to 10s	60.7		1.09	168	9800	

Use 54 psf

PROJECT DOPAL CULTURAL CENTER SUBJECT SCULPTURE SHEET NO. 1 OF 1
 BY _____ DATE _____ JOB NO. _____
 CHKD. BY _____ DATE _____



$$(96 \text{ SF}) \cdot (.6) \cdot (50 \text{ FT})$$

$$(12') = 34.6 \text{ K} = 7.3 \text{ K}$$

$$= 27.3 \text{ K}$$

$$(64.7) \cdot (.6) \cdot (8 \text{ FT})$$

$$(9'-0'') = 2.8 \text{ K}$$

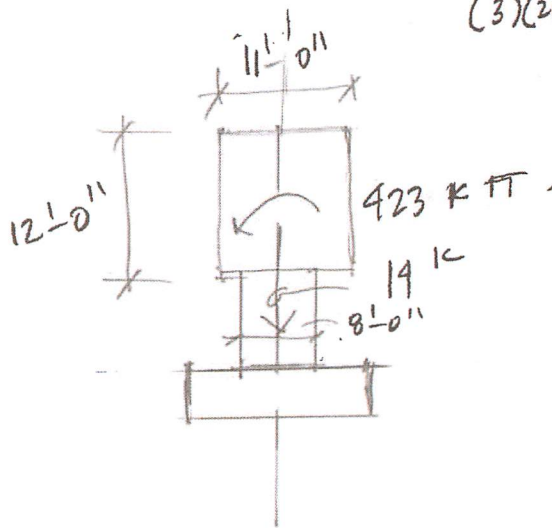
$$(3)(20) \cdot \frac{1}{2} \times 4 = 126 \text{ SF}$$

$$\times (96) \cdot (.6) = 7.3 \text{ K}$$

$$OM = 27.3 \text{ K} \cdot (15') + (2.8 \text{ K}) \cdot (4.5')$$

$$= 410.25 \text{ K FT} + 12.6$$

$$= 423 \text{ K FT}$$



USE 16'-0" x 16'-0" x 3'-0"

w/ 16 #8 EW

TOP & BOTTOM

General Footing

Lic. #: KW-06010740

DESCRIPTION: --None--

Code References

Calculations per ACI 318-11, IBC 2012, CBC 2013, ASCE 7-10
 Load Combinations Used : ASCE 7-16

General Information

Material Properties

fc : Concrete 28 day strength	=	3.0 ksi
fy : Rebar Yield	=	60.0 ksi
Ec : Concrete Elastic Modulus	=	3,122.0 ksi
Concrete Density	=	145.0 pcf
φ Values Flexure	=	0.90
Shear	=	0.750

Soil Design Values

Allowable Soil Bearing	=	3.0 ksf
Increase Bearing By Footing Weight	=	No
Soil Passive Resistance (for Sliding)	=	250.0 pcf
Soil/Concrete Friction Coeff.	=	0.30

Analysis Settings

Min Steel % Bending Reinf.	=	
Min Allow % Temp Reinf.	=	0.00180
Min. Overturning Safety Factor	=	1.0 : 1
Min. Sliding Safety Factor	=	1.0 : 1
Add Ftg Wt for Soil Pressure	:	Yes
Use ftg wt for stability, moments & shears	:	Yes
Add Pedestal Wt for Soil Pressure	:	No
Use Pedestal wt for stability, mom & shear	:	No

Increases based on footing Depth

Footing base depth below soil surface	=	2.0 ft
Allow press. increase per foot of depth when footing base is below	=	ksf ft

Increases based on footing plan dimension

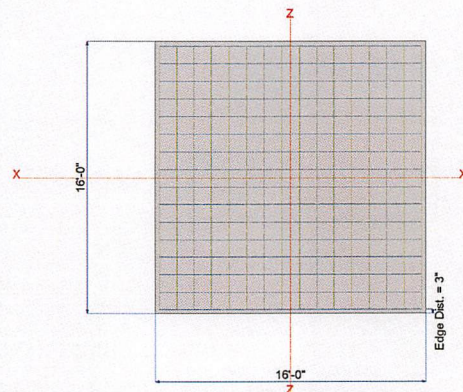
Allowable pressure increase per foot of depth when max. length or width is greater than	=	ksf ft
---	---	-----------

Dimensions

Width parallel to X-X Axis	=	16.0 ft
Length parallel to Z-Z Axis	=	16.0 ft
Footing Thickness	=	36.0 in

Pedestal dimensions...

px : parallel to X-X Axis	=	in
pz : parallel to Z-Z Axis	=	in
Height	=	in
Rebar Centerline to Edge of Concrete... at Bottom of footing	=	3.0 in

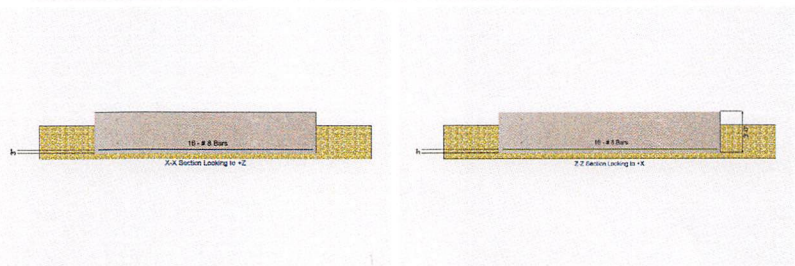


Reinforcing

Bars parallel to X-X Axis	=	
Number of Bars	=	16.0
Reinforcing Bar Size	=	# 8
Bars parallel to Z-Z Axis	=	
Number of Bars	=	16.0
Reinforcing Bar Size	=	# 8

Bandwidth Distribution Check (ACI 15.4.4.2)

Direction Requiring Closer Separation	=	n/a
# Bars required within zone	=	n/a
# Bars required on each side of zone	=	n/a



Applied Loads

	D	Lr	L	S	W	E	H
P : Column Load	=	1.0					k
OB : Overburden	=						ksf
M-xx	=						k-ft
M-zz	=				705		k-ft
V-x	=						k
V-z	=						k

General Footing

Lic. #: KW-06010740

DESCRIPTION: --None--

DESIGN SUMMARY

Design OK

	Min. Ratio	Item	Applied	Capacity	Governing Load Combination
PASS	0.5210	Soil Bearing	1.563 ksf	3.0 ksf	+0.60D-0.60W about Z-Z axis
PASS	n/a	Overturning - X-X	0.0 k-ft	0.0 k-ft	No Overturning
PASS	1.284	Overturning - Z-Z	420.0 k-ft	539.33 k-ft	+0.60D+0.60W
PASS	n/a	Sliding - X-X	0.0 k	0.0 k	No Sliding
PASS	n/a	Sliding - Z-Z	0.0 k	0.0 k	No Sliding
PASS	n/a	Uplift	0.0 k	0.0 k	No Uplift
PASS	0.2724	Z Flexure (+X)	31.211 k-ft/ft	114.562 k-ft/ft	+0.90D+W
PASS	0.2724	Z Flexure (-X)	31.211 k-ft/ft	114.562 k-ft/ft	+0.90D-W
PASS	0.001309	X Flexure (+Z)	0.150 k-ft/ft	114.562 k-ft/ft	+1.20D-W
PASS	0.001309	X Flexure (-Z)	0.150 k-ft/ft	114.562 k-ft/ft	+1.20D-W
PASS	0.1382	1-way Shear (+X)	11.355 psi	82.158 psi	+1.20D+W
PASS	0.1382	1-way Shear (-X)	11.355 psi	82.158 psi	+1.20D-W
PASS	0.000761	1-way Shear (+Z)	0.06250 psi	82.158 psi	+1.20D+0.50W
PASS	0.000761	1-way Shear (-Z)	0.06250 psi	82.158 psi	+1.20D+0.50W
PASS	0.006057	2-way Punching	0.9953 psi	164.317 psi	+1.20D-W

Detailed Results

Soil Bearing

Rotation Axis & Load Combination...	Gross Allowable	Xecc	Zecc (in)	Actual Soil Bearing Stress @ Location				Actual / Allow Ratio
				Bottom, -Z	Top, +Z	Left, -X	Right, +X	
X-X, +D+0.60W	3.0	n/a	0.0	0.4389	0.4389	n/a	n/a	0.146
X-X, +D-0.60W	3.0	n/a	0.0	0.4389	0.4389	n/a	n/a	0.146
X-X, +D+0.450W	3.0	n/a	0.0	0.4389	0.4389	n/a	n/a	0.146
X-X, +D-0.450W	3.0	n/a	0.0	0.4389	0.4389	n/a	n/a	0.146
X-X, +0.60D+0.60W	3.0	n/a	0.0	0.2633	0.2633	n/a	n/a	0.088
X-X, +0.60D-0.60W	3.0	n/a	0.0	0.2633	0.2633	n/a	n/a	0.088
Z-Z, +D+0.60W	3.0	44.856	n/a	n/a	n/a	0.0	1.092	0.364
Z-Z, +D-0.60W	3.0	-44.856	n/a	n/a	n/a	1.092	0.0	0.364
Z-Z, +D+0.450W	3.0	33.642	n/a	n/a	n/a	0.0	0.8963	0.299
Z-Z, +D-0.450W	3.0	-33.642	n/a	n/a	n/a	0.8963	0.0	0.299
Z-Z, +0.60D+0.60W	3.0	74.760	n/a	n/a	n/a	0.0	1.563	0.521
Z-Z, +0.60D-0.60W	3.0	-74.760	n/a	n/a	n/a	1.563	0.0	0.521

Overturning Stability

Rotation Axis & Load Combination...	Overturning Moment	Resisting Moment	Stability Ratio	Status
X-X, +D+0.60W	None	0.0 k-ft	Infinity	OK
X-X, +D-0.60W	None	0.0 k-ft	Infinity	OK
X-X, +D+0.450W	None	0.0 k-ft	Infinity	OK
X-X, +D-0.450W	None	0.0 k-ft	Infinity	OK
X-X, +0.60D+0.60W	None	0.0 k-ft	Infinity	OK
X-X, +0.60D-0.60W	None	0.0 k-ft	Infinity	OK
Z-Z, +D+0.60W	420.0 k-ft	898.88 k-ft	2.140	OK
Z-Z, +D-0.60W	420.0 k-ft	898.88 k-ft	2.140	OK
Z-Z, +D+0.450W	315.0 k-ft	898.88 k-ft	2.854	OK
Z-Z, +D-0.450W	315.0 k-ft	898.88 k-ft	2.854	OK
Z-Z, +0.60D+0.60W	420.0 k-ft	539.33 k-ft	1.284	OK
Z-Z, +0.60D-0.60W	420.0 k-ft	539.33 k-ft	1.284	OK

All units k

Sliding Stability

Force Application Axis Load Combination...	Sliding Force	Resisting Force	Stability Ratio	Status
Footing Has NO Sliding				

Footing Flexure

Flexure Axis & Load Combination	Mu k-ft	Side	Tension Surface	As Req'd in^2	Gvrn. As in^2	Actual As in^2	Phi*Mn k-ft	Status
X-X, +1.20D+0.50W	0.150	+Z	Bottom	0.7776	Min Temp %	0.790	114.562	OK

General Footing

File: sculpture.ec6

Software copyright ENERCALC, INC. 1983-2020, Build:12.20.8.24

Lic. #: KW-06010740

DDA Engineers, P.A.

DESCRIPTION: --None--

Footing Flexure

Flexure Axis & Load Combination	Mu k-ft	Side	Tension Surface	As Req'd in ²	Gvrn. As in ²	Actual As in ²	Phi*Mn k-ft	Status
X-X, +1.20D+0.50W	0.150	-Z	Bottom	0.7776	Min Temp %	0.790	114.562	OK
X-X, +1.20D-0.50W	0.150	+Z	Bottom	0.7776	Min Temp %	0.790	114.562	OK
X-X, +1.20D-0.50W	0.150	-Z	Bottom	0.7776	Min Temp %	0.790	114.562	OK
X-X, +1.20D+W	0.150	+Z	Bottom	0.7776	Min Temp %	0.790	114.562	OK
X-X, +1.20D+W	0.150	-Z	Bottom	0.7776	Min Temp %	0.790	114.562	OK
X-X, +1.20D-W	0.150	+Z	Bottom	0.7776	Min Temp %	0.790	114.562	OK
X-X, +1.20D-W	0.150	-Z	Bottom	0.7776	Min Temp %	0.790	114.562	OK
X-X, +0.90D+W	0.1125	+Z	Bottom	0.7776	Min Temp %	0.790	114.562	OK
X-X, +0.90D+W	0.1125	-Z	Bottom	0.7776	Min Temp %	0.790	114.562	OK
X-X, +0.90D-W	0.1125	+Z	Bottom	0.7776	Min Temp %	0.790	114.562	OK
X-X, +0.90D-W	0.1125	-Z	Bottom	0.7776	Min Temp %	0.790	114.562	OK
Z-Z, +1.20D+0.50W	10.786	-X	Top	0.7776	Min Temp %	0.790	114.562	OK
Z-Z, +1.20D+0.50W	11.086	+X	Bottom	0.7776	Min Temp %	0.790	114.562	OK
Z-Z, +1.20D-0.50W	11.086	-X	Bottom	0.7776	Min Temp %	0.790	114.562	OK
Z-Z, +1.20D-0.50W	10.786	+X	Top	0.7776	Min Temp %	0.790	114.562	OK
Z-Z, +1.20D+W	16.701	-X	Top	0.7776	Min Temp %	0.790	114.562	OK
Z-Z, +1.20D+W	27.045	+X	Bottom	0.7776	Min Temp %	0.790	114.562	OK
Z-Z, +1.20D-W	27.045	-X	Bottom	0.7776	Min Temp %	0.790	114.562	OK
Z-Z, +1.20D-W	16.701	+X	Top	0.7776	Min Temp %	0.790	114.562	OK
Z-Z, +0.90D+W	12.528	-X	Top	0.7776	Min Temp %	0.790	114.562	OK
Z-Z, +0.90D+W	31.211	+X	Bottom	0.7776	Min Temp %	0.790	114.562	OK
Z-Z, +0.90D-W	31.211	-X	Bottom	0.7776	Min Temp %	0.790	114.562	OK
Z-Z, +0.90D-W	12.528	+X	Top	0.7776	Min Temp %	0.790	114.562	OK

One Way Shear

Load Combination...	Vu @ -X	Vu @ +X	Vu @ -Z	Vu @ +Z	Vu:Max	Phi Vn	Vu / Phi*Vn	Status
+1.20D+0.50W	4.52 psi	4.64 psi	0.06 psi	0.06 psi	4.64 psi	82.16 psi	0.06	OK
+1.20D-0.50W	4.64 psi	4.52 psi	0.06 psi	0.06 psi	4.64 psi	82.16 psi	0.06	OK
+1.20D+W	6.96 psi	11.36 psi	0.06 psi	0.06 psi	11.36 psi	82.16 psi	0.14	OK
+1.20D-W	11.36 psi	6.96 psi	0.06 psi	0.06 psi	11.36 psi	82.16 psi	0.14	OK
+0.90D+W	5.22 psi	10.74 psi	0.05 psi	0.05 psi	10.74 psi	82.16 psi	0.13	OK
+0.90D-W	10.74 psi	5.22 psi	0.05 psi	0.05 psi	10.74 psi	82.16 psi	0.13	OK

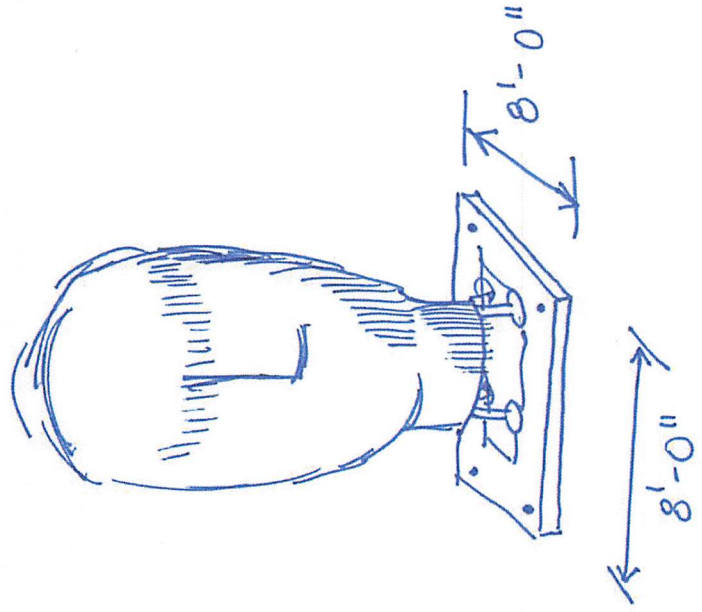
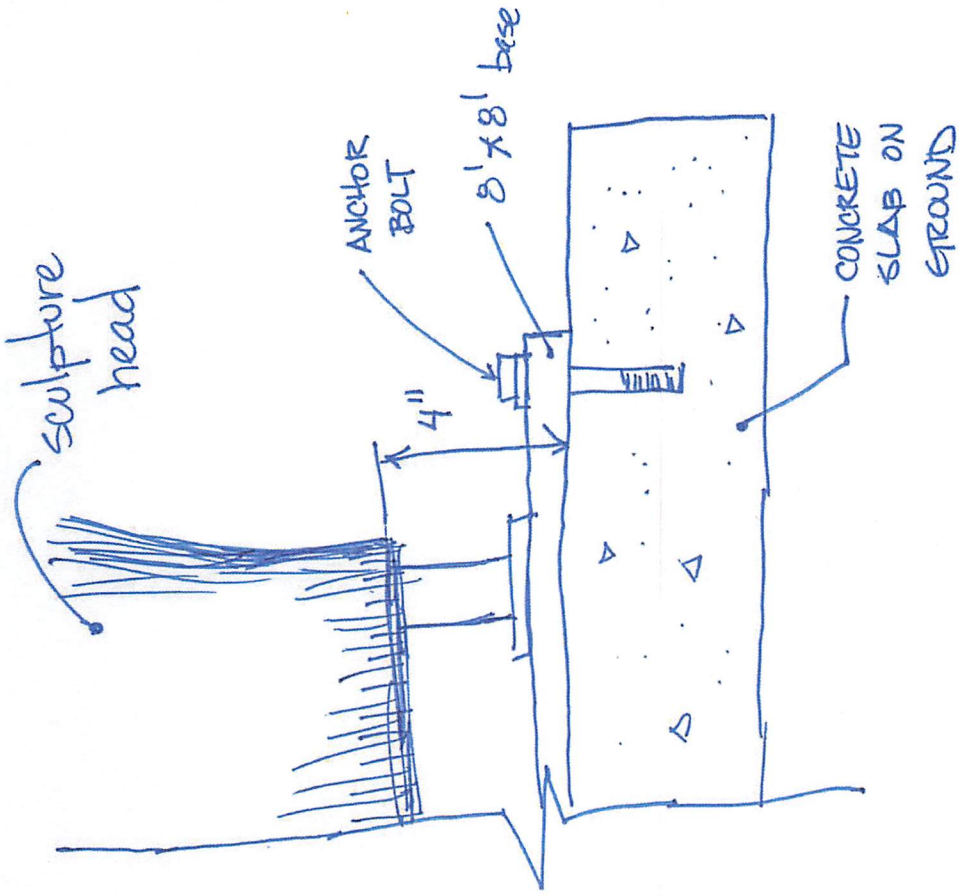
Two-Way "Punching" Shear

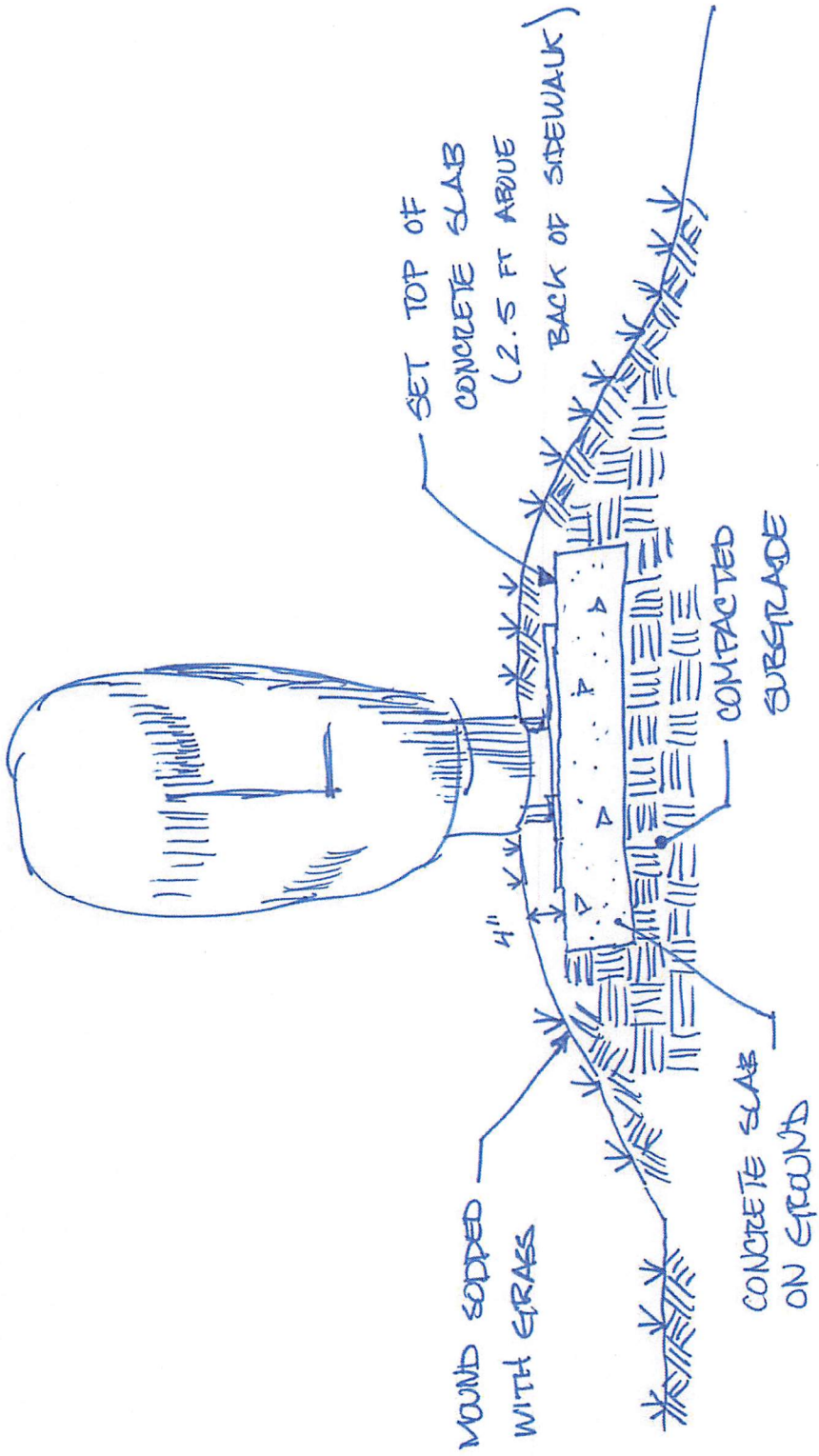
All units k

Load Combination...	Vu	Phi*Vn	Vu / Phi*Vn	Status
+1.20D+0.50W	0.27 psi	164.32psi	0.001622	OK
+1.20D-0.50W	0.27 psi	164.32psi	0.001622	OK
+1.20D+W	1.00 psi	164.32psi	0.006057	OK
+1.20D-W	1.00 psi	164.32psi	0.006057	OK
+0.90D+W	0.95 psi	164.32psi	0.005779	OK
+0.90D-W	0.95 psi	164.32psi	0.005779	OK



* THIS IS THE BUTTERFLIES HEADRESS ONLY. DOES NOT INCLUDES THE SCULPTURE HEAD.





RESOLUTION No. 22-31

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AND AUTHORIZING THE EXHIBITION, LOAN AGREEMENT, INSURANCE OF ARTWORK AND EXPENDITURE OF FUNDS FOR THE EXHIBITION OF THE ARTWORK OF ARTIST MANOLO VALDES AT DOWNTOWN DORAL PARK; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS NOT TO EXCEED \$50,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Manolo Vales is a World-Renowned Spanish Artist who works in painting, sculpture and mixed media; and

WHEREAS, His work is forceful and decorated with historical art symbols and he has received various awards; and

WHEREAS, Manolo Valdés has agreed to lend an original work to be exhibited at Downtown Doral Park; and

WHEREAS, the City wishes to exhibit the sculpture entitled “Butterflies” at Downtown Doral Park.

WHEREAS, this project was considered at a special meeting of the Public Arts Program Advisory Board on March 4th,2022.

WHEREAS, Funds for the exhibition and insurance of artwork will be allocated from Public Art Program Fund account number 110.40005.500450 (Insurance) and 110.40005.500466 (Installation & Maintenance – Art Exhibits), provided by a budget transfer from account number 110.40005.500652 (Capital Outlay-Other) in an amount not to exceed \$50,000 in Fiscal Year 2021-2022.

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

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

Section 2. Approval. The Mayor and City Council hereby authorize the City Manager to execute the Exhibition and Loan Agreement and to expend funds not to exceed \$50,000.00

Section 3. 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 Vice Mayor Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 9 day of March, 2022.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

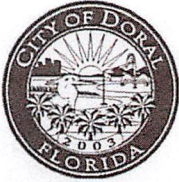


CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY



ORIGINAL

Purchase Order

Fiscal Year 2022 Page 1 of 0

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	20221266-00

Delivery must be made within doors of specified destination.

BILL TO

2100
 CITY OF DORAL - FINANCE DEPARTMENT
 8401 NORTHWEST 53RD TERRACE
 DORAL, FL 33166

VENDOR

METRO EXPRESS, INC
 9390 NW 109TH STREET
 MEDLEY FL 33178

SHIP TO

PUBLIC WORKS
 8401 NW 53 TERRACE
 DORAL, FL 33166

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
305-885-1330	305-885-1327	20221424	CULTURAL ART CENTER

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
07/28/2022	822	07/25/2022		PUBLIC WORKS

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	CONTRACT NO. 22-31 PO EXP DATE: 09/30/2022 PO DESC: MANOLO VALDEZ SCULPTURE CONCRETE FOUNDATION, MATERIAL AND INSTALLATION AT THE CULTURAL ARTS CENTER. JOB INCLUDES: CONCRETE FOUNDATION REINFORCEMENT 16' X 16' X 3' CONCRETE 4,000 PSI - STEEL (#8 REBAR, TOP AND BOTTOM) AS PER QUOTATION NO. 072022-001 ***** GL SUMMARY ***** 110 -4000-515-500466-00000-00000-00000 19,996.00	1.0	EA	\$19,996.000	\$19,996.00

By *[Signature]* 7/28/2022
 Authorized Signature

VENDOR COPY

PO Total	\$19,996.00
----------	--------------------

PURCHASE ORDER TERMS AND CONDITIONS

The following terms, conditions and instructions apply to all City of Doral ("City") Purchase Orders. The fulfillment of a Purchase Order means that the Vendor understands and agrees with City's "Purchase Order Terms & Conditions."

1. **ACCEPTANCE:** This Purchase Order ("PO") is the City's offer to purchase the goods and/or services described on the PO from the Vendor. Vendor's written acceptance or commencement of work or shipment or delivery of an item or service call shall constitute acceptance by the Vendor of the Purchase Order, its terms and conditions and applicable laws.
2. **ALTERATIONS OR AMENDMENTS:** Alterations, amendments, changes, modifications or additions to the Purchase Order, including any terms and conditions therein, shall not be binding without the prior written approval of the City.
3. **APPROPRIATION:** In the event funds are not appropriated by the City for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Purchase Order shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
4. **ASSIGNMENTS:** Vendor shall not assign this Purchase Order, its obligations, or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of City.
5. **AUDIT RIGHT AND RETENTION OF RECORDS:** The City shall have the right to audit the books, records, and accounts of the Vendor and its subcontractors that are related to this Purchase Order. Vendor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Purchase Order. All books, records, and accounts of Vendor and its subcontractors shall be kept in written form, or in a form capable of conversion into writing form within a reasonable time, and upon request to do so, Vendor or its subcontractors, as applicable, shall make same available at no cost to the City in written form.
The Vendor shall comply with public records laws, as set forth in Chapter 119, Florida Statutes; and shall:
 - a. Keep and maintain public records required by the City to perform the service.
 - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
 - d. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - e. **REQUEST FOR RECORDS; NONCOMPLIANCE.**
 - (1) A request to inspect or copy public records relating to a City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - (2) If a Vendor does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract.
 - (3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.
6. **DEFINITIONS:** the term "Vendor" as used in this order shall mean the party furnishing the goods, materials, equipment and/or services so specified herein. The term "Buyer" as used in this order shall mean the City of Doral, Florida. The term "City" is used in a broad sense to include its employees, directors, officers, agents, volunteers, etc.
7. **DEFINITION OF PURCHASE ORDER:** City issues Purchase Orders as permission for the Vendor to ship goods or perform services as indicated on the Purchase Order and according to the terms and conditions of the Invitation to Bid, Bid Response and attachments thereto (if applicable), Bid Award, and the City Procurement Code. The terms and conditions of the applicable Invitation to Bid, Bid Response, Bid Award, and the City Procurement Code are incorporated herein and made a part hereof by reference. Vendor's provision of goods and services pursuant to this Purchase Order is evidence of its agreement with these terms and conditions and Vendor shall conform to same.
8. **DELIVERY:** Delivery of all goods shall be FOB to final destination, paid by the shipper, unless otherwise set forth on the Purchase Order. For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain written approval thereto from the City. With respect to delivery under this order, time is of the essence, and the order is subject to termination for failure to deliver as specified. The acceptance by the City of late performance with or without objection or reservation shall not waive this right to claim damage for such breach nor constitute a waiver of the requirement for the timely performance of any obligation remaining to be performed by Vendor.
9. **EMPLOYMENT VERIFICATION (E-VERIFY):** The Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Purchase Order. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Purchase Order is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of one (1) year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Vendor. Failure to meet this requirement may result in termination of this Purchase Order by the City.
10. **FORCE MAJEURE:** If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes, or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay vendor's timely performance, vendor shall immediately notify City in writing.
11. **GOVERNING LAW:** The Purchase Order shall be governed by the laws of the State of Florida and all applicable federal laws and regulations. All obligations of the parties are performable in Miami-Dade County, Florida. The appropriate state court located in Miami-Dade County, Florida, shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.
12. **INCORPORATION:** All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for the Purchase Order are deemed incorporated by reference as if set out fully herein.
13. **INDEMNIFICATION/HOLD HARMLESS:** Vendor shall indemnify, defend, save and hold harmless City, its officers, agents and employees from all suits, claims, actions or damages of any nature, including any attorney's fees, paralegal expenses, and court costs incurred at either the trial or appellate levels brought because of, arising out of, or due to breach of the Purchase Order terms by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees. **NOTHING IN THIS PURCHASE ORDER SHALL BE DEEMED TO WAIVE THE CITY'S SOVEREIGN IMMUNITY.**
14. **INSURANCE:** Unless the City specifies otherwise in writing, Vendor shall procure and maintain liability insurance with contractual liability coverage with minimum limits of \$100,000/\$300,000/\$500,000 to be effective during period of warranty with such higher limits as City shall reasonably request of Vendor. Vendor shall on or before delivery of goods or services purchased hereunder, furnish the City with a Certificate of Insurance evidencing the foregoing coverages and limits.
15. **INDEPENDENT CONTRACTOR:** Vendor acknowledges and agrees that it and its employees serve as independent contractors. Services provided by Vendor shall be by employees or sub-consultants of Vendor and subject to supervision by Vendor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies shall be the sole responsibility of Vendor. Vendor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.
16. **INSPECTION:** The City reserves the right to make periodic inspection of the manner and means the service is performed or the goods are supplied.
17. **INVOICING:** Vendors are required to submit invoices within thirty (30) days of the date the goods or services were delivered to the City. Failure to timely submit invoices may further delay payment to the Vendor.
18. **MATERIAL SAFETY DATA SHEETS AND SAFETY:** The Vendor must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communications Standard to CITY at the time of purchase.
19. **PACKING LISTS:** An itemized packing list, bearing the Purchase Order number shall be attached to the outside of every shipping container.
20. **PATENTS AND COPYRIGHTS:** If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any all suits, claims, judgments and costs instituted or recovered against it by any person whomever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.
21. **PAYMENTS AND TERMS:** Payments shall be made by the CITY upon satisfactory delivery and acceptance of all items or service, and submission of a proper invoice(s) bearing the purchase description, delivery date, and/or contract number. Each Purchase Order shall be covered by separate invoice(s). Invoices are to be mailed to the address indicated on the Purchase Order and emailed to the project manager. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70.
22. **PRICES:** If prices decline before receipt of shipment, the revised prices shall govern. Otherwise, invoices shall be approved for payment only at the prices of quotations agreed upon or prevailing at the time the order was placed, unless the City is notified immediately upon receipt of the purchase order and prior to shipment or any increase in price, whereupon the City shall have the right and privilege to cancel the order.
23. **REMEDIES:** The City shall have all rights and remedies afforded under the U.C.C., Florida law, and all other applicable laws, in contract and in tort, including but not limited to rejection of goods, rescission, right of act-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
24. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** The bidder, offeror, or contractor represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, City of Doral Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, City of Doral Code.
25. **SEVERABILITY:** If any provision of the Purchase Order is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
26. **SUB-CONTRACTING:** Vendor shall not sub-contract the Purchase Order to any other vendor without the expressed written consent of the City.
27. **TAXES:** All prices included in the Purchase Order are exclusive of any Federal, State or local taxes. The City is exempt from sales tax and federal excise taxes. Necessary exemption certificates will be supplied upon request if more than what is contained on the face of the purchase order is needed. Any taxes later found to have been included and paid by the City shall be refunded by Vendor in the amount of the tax so paid.
28. **TERMINATION:** City may terminate this Purchase Order, in part or in whole, for its convenience or the failure of the Vendor to fulfill contractual obligations. City shall terminate by delivering to the Vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Vendor shall:
 - a. Immediately discontinue all services affected (unless the notice directs otherwise).
 - b. Deliver to the City all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.If the termination is for the convenience of the City, the City shall only be liable for payment for services rendered before the effective date of the termination.
If the termination is due to the failure of the vendor to fulfill its obligations under the Purchase Order, the City may:
 - a. Require the Vendor to deliver any work described in the Notice of Termination.
 - b. Take over and prosecute the same to completion by contract or otherwise and the Vendor shall be liable for any additional cost incurred by the City.
 - c. Withhold any payments to the Vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by the City to the Vendor.
29. **WARRANTY:** Vendor warrants to City that all items delivered, and all services rendered shall conform to the specifications, drawings, bid and/or other applicable descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Vendor extends to City all warranties allowed under the U.C.C.
Vendor shall provide copies of warranties to City with invoice. Return of merchandise not meeting warranties shall be at vendor's expense.