

CONSTRUCTION SERVICES AGREEMENT

THIS CONSTRUCTION SERVICES AGREEMENT (the “Agreement”) is entered this 21 day of October 2015, 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, Inc.**, 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, the City has a need to reseal and restripe the parking lot at Doral Meadow Park; and

WHEREAS, the City issued Invitation to Bid #2015-13 “Doral Meadow Park Parking Lot Resealing” the (“ITB”), for which the City received three (3) bids by the June 25th, 2015 deadline; and

WHEREAS, upon review of the bids received, M&M Asphalt Maintenance, Inc. was deemed the lowest and most responsive bidder and was awarded the project during the August 2015 council meeting (Resolution # 15-161); and

WHEREAS, the City desires to engage the Contractor, and the Contractor desires, to provide construction 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”) specified in Invitation to Bid #2015-13, 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. This includes changes or modifications to the services to be provided as agreed upon by the City.
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 **forty-five (45)** 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 **sixty (60)** 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 Community Services 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) 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.

- (d) 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.
- (e) 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 NINETEEN THOUSAND FIVE HUNDRED THIRTY TWO DOLLARS AND SEVENTY FIVE CENTS (\$19,532.75), in accordance with Contractor's Proposal attached hereto as **Exhibit "B"** (the "Fee"). Any additional fees associated with the project and agreed by the City to pay shall be billed at the unit price as outlined in the Contractor's Proposal. The Fee shall be paid as a lump sum payment within fifteen 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 an mutually agreed upon resolution can not 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 Contractors 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:

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: Edward A. Rojas, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A. Espino, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney
2525 Ponce De Leon Boulevard, 7th Floor

Coral Gables, FL 33134

For The Contractor: 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) Contractor shall comply with public records laws, specifically to:
- i. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
 - ii. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

- iii. 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
 - iv. Meet all requirements for retaining public records and transfer, at no cost, to the public agency 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 public agency in a format that is compatible with the information technology systems of the public agency.
- (d) In addition to other methods and reasons for termination, the City may terminate this Agreement immediately if Contractor does not comply with a public records request and/or 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.

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]

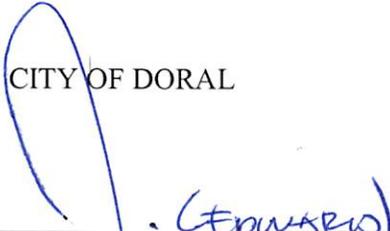
IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to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

ATTEST:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

Edward A. Rojas, City Manager

Date: 10.21.15

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



Weiss Serota Helfman Cole & Bierman, P.L.,
City Attorney

CONTRACTOR

By: 

Kenneth Goldberg
Title: President

Date: 10/8/15

Exhibit "A"
ITB #2015-13

RESOLUTION No. 15-161

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID 2015-13 "DORAL MEADOW PARK PARKING LOT RESEALING" TO M&M ASPHALT MAINTENANCE, INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE PROVISION OF MATERIALS, LABOR AND EQUIPMENT TO REPAIR, RESEAL, AND RESTRIPE THE PARKING LOT AT DORAL MEADOW PARK IN AN AMOUNT NOT TO EXCEED \$19,532.75; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to ITB2015-13 "Doral Meadow Park Parking Lot Resealing," (the "ITB") the City of Doral (the "City") received three (3) bids by the Tuesday, June 30, 2015 11:00am deadline, with all companies meeting the required criteria; and

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

WHEREAS, Staff has recommended that the City Council authorize to award the ITB to M&M Asphalt Maintenance, Inc. for the provision of materials, labor and equipment to repair, reseal, and restripe the parking lot at Doral Meadow Park and authorize the City Manager to negotiate and enter into an agreement with M&M Asphalt Maintenance, Inc. in an amount not to exceed \$19,532.75.

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 of Services. The award of the ITB to M&M Asphalt Maintenance, Inc. is approved, pursuant to an agreement. This award does not create or confer any rights on any parties.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to enter into an agreement with M&M Asphalt Maintenance, Inc. for the provision of materials, labor and equipment to repair, reseal, and restripe the parking lot at Doral Meadow Park in an amount not to exceed \$19,532.75 and on such terms and condition as may be appropriate to protect and further the interests of the City for this matter, subject to approval by the City Attorney as to form and legal sufficiency. This Authorization does not create or confer any rights to M&M Asphalt Maintenance, Inc.

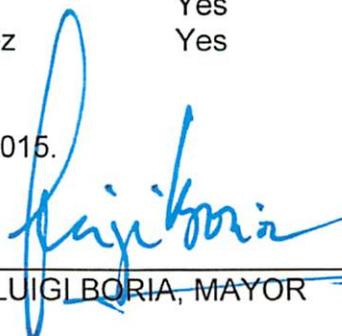
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

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

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	No
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED and ADOPTED this 11 day of August, 2015.



LUIGLBORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY



City of Doral

Invitation to Bid

***Doral Meadow Park
Parking Lot Resealing***

ITB # 2015-13

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City of Doral
Invitation to Bid
Doral Meadow Park Parking Lot Resealing
ITB#2015-13

NOTICE: Pursuant to its Procurement Ordinance and this Invitation to Bid for Morgan Levy Park Parking Lot Improvements – ITB #2015-13 (the “ITB”), the City of Doral (the “City”) hereby gives notice of its intent to seek the submission of bids for the provision of certain improvements to the parking lot at Morgan Levy Park, as further detailed herein in the scope of services. Bids must be submitted to Edward Rojas, City Manager, City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166, by **11:00 am on June 25, 2015**. Bids shall be submitted in a sealed box/envelope clearly marked on the exterior “**Doral Meadow Park Parking Lot Resealing ITB #2015-13**”.

All bids shall be publicly opened and recorded on June 25, 2015 at 11:00 am. Late submittals shall **not** be accepted or considered. **A mandatory pre-bid meeting shall be held on Thursday, June 11, 2015 at 11:00 a.m. at City of Doral, Doral Meadows Park located at: 11555 NW 58th Street, Doral, FL 33178**

Bidders are to deliver **One (1) original copy and four (4) additional copies of the bid**, in separate 3 ring binders, as indicated herein. In addition, bidders are to deliver **two (2) CDs containing a complete scanned PDF copy of the original with signatures and all materials submitted in the bid.** **No proposal will be accepted without this requirement.**

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The city may reject any or all bids and re-advertise.

PROJECT OVERVIEW

By way of this ITB, the City is soliciting bids from interested experienced parties to provide materials, labor and equipment to repair, reseal, and restripe the parking lot at Doral Meadow Park located at; 11555 NW 58th Street, Doral, FL 33178. (the “Services”).

Through the process described herein, licensed and certified interested in assisting the City with the provision of the Services must prepare and submit a bid packet in accordance with the procedure and schedule of this ITB. The City will review submittals only from those contractors that submit a bid which includes all the information required to be included as described herein.

The City intends to award a contract for provision of certain improvements to Doral Meadows Park to the contractor that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be in the greatest benefit to the City.

A copy of the complete bid package may be obtained from the City of Doral website, www.cityofdoral.com, by clicking on the Procurement Division link under City Departments. Select the "RFP/Open Bids" link.

All questions or comments should be directed to the following email: procurement@cityofdoral.com. Inquiries must reference "Doral Meadow Park Parking Lot Resealing ITB #2015-13" in the subject line. No phone calls will be accepted in reference to this ITB. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this ITB, supplements or revisions will be made available via written addendum.

It is the intent of the City to enter into a contract with the qualified individual, subject to cancellation as provided herein.

The City's tentative schedule for this Invitation for Bid is as follows:

Mandatory Pre-Bid Meeting:	Thursday, June 11, 2015 @ 11:00 AM City of Doral Doral Meadows Park 11555 NW 58 St Doral, FL 33178
Cut-off Date for Questions:	Thursday, June 17, 2015 @ 12:00 PM
Opening of Bids:	Thursday, June 25, 2015 @ 11:00 AM

The City reserves the right to delay or modify scheduled dates and will notify Bidders of all changes in scheduled dates.

SECTION 1.0: GENERAL CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter/Bidder

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Proposer/Contractor/Submitter/Bidder

The Proposer whose statement of qualifications to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in this ITB and a Notice of Commencement will be issued.

(iii) Proposals/Submittal

The written, sealed document submitted by the Proposer in response to this ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION; QUESTIONS

The City reserves the right to request for clarification on information submitted from an Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publically noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this ITB must be amended, the City will issue a formal written addendum, which will be shared publically and to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage. If necessary, a new submittal opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the ITB documents. No person is authorized to give oral interpretations of, or make oral changes to the ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the ITB opening, whichever is earlier, any material submitted in response to this ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF BID

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL SUBMITTALS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this ITB does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this ITB prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

- (i) **Incurred Expenses**
The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this ITB.
- (ii) **Interviews**
The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.
- (iii) **Request for Modifications**
The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

- (iv) **ITB Acknowledgment**
By submitting a proposal, the Proposer/Bidder certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.
- (v) **Acceptance/Rejection/Modification to Submittals**
The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all bids for any reason whatsoever, and waive minor irregularities in any submittal.
- (vi) **Submittals Binding**
All statements of qualifications submitted shall be binding for three hundred sixty-five (365) calendar days following opening.
- (vii) **Alternate Bids/Statement/Proposals**
Alternate bids, statements, and/or statements of qualifications will not be considered or accepted by the City.
- (viii) **Economy of Preparation**
Bids should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the bid.
- (ix) **Proprietary Information**
In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to *identify with specificity* any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this ITB shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this ITB and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, Miami-Dade County Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or

Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future bids or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this ITB upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this ITB between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this ITB between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this ITB between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;

- (4) Any communication regarding this ITB between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this ITB between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this ITB between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, Respondent, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITB;

- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Respondent shall render the ITB award or bid award to said bidder or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFP are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

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

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by

identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Bidder/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Bidder, in substantially the form attached hereto as Exhibit "C", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

END OF SECTION 1

2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of Doral is seeking an experienced contractor to provide materials, labor and equipment to repair, reseal, and restripe the parking lot at Doral Meadow Park located at; 11555 NW 58th Street, Doral, FL 33178.

2.2 QUALIFICATIONS / EXPERIENCE OF RESPONDENTS

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Miami-Dade County for a minimum of eight (8) years immediately preceding this Invitation to Bid and with at least three (3) of those years providing similar services to local, county, or state government(s). The firm shall have sufficient financial support, equipment, and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established operation as determined by officials of the City of Doral.

2. Respondent shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
Respondent must supply all licenses including those of subcontractors and engineer.

The Respondent must show proof of having met these minimum requirements on the "Bidder Qualification Statement" in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.3 LICENSING

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org.

2.4 MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal Conference will be held on Thursday, June 11, 2015, 11:00 AM at Doral Meadow Park, 11555 NW 58th Street Doral, FL 33178. During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the ITB. Attendance to the Pre-Bid conference is mandatory.

Respondents are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of a Proposal, it will be construed that the Respondent is acquainted sufficiently with the site(s) and the work to be performed.

2.5 TERM OF CONTRACT

The City and the Awarded Respondent shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the ITB through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a one year period from the contract’s effective date. The awarded Respondent(s) shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not right of the awarded Respondent(s).

2.6 PRICING

If the Respondent is awarded a contract under this ITB solicitation, the prices quoted by the Respondent shall remain fixed and firm. However, the Respondent may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

2.7 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Invitation to Bid must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.8 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and bid amounts submitted. The city will review all submittals for bid compliance according to the requirements set forth in this ITB and evaluate the submittals. In order to be deemed responsive the bids must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 5 of this solicitation. The City of Doral shall be the sole judge in determining Respondent's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Respondent's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or

comparable private entities, will be taken into consideration in the Award of the Contract.

Upon approval of the City Council, a contract shall be awarded to one (1) or more Respondent selected as the most responsible, responsive Respondent meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

2.9 DUE DATE

All Bids are due no later than **June 25, 2015 @11:00 AM, EST** or any time prior thereto at the City Clerk's Office, City Hall, 8401 NW 53 Terrace, Doral, FL 33166. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Original Submittal and four (4) copies must be presented in three ring binders. CD copies of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Respondent's name and **"Doral Meadow Park Parking Lot Resealing ITB#2015-13"**.

Original submittal and four (4) copies must be submitted in a sealed envelope or box/container clearly marked with the ITB title. EMAILED OR FAXED bids will not be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet.**

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Respondent shall assume full responsibility for timely delivery at the location designated for receipt of Proposal. The City of Doral cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Invitation to Bid must be supplied to constitute a regular submittal.

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

2.10 INSURANCE REQUIREMENTS

Successful Respondent shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to **Exhibit "B"**.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

2.11 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the proposal to be considered non-responsive.

2.12 COMPLETE PROJECT REQUIRED

The Work to be performed under any Contract resulting from this Invitation to Bid shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Respondent as though originally so specified or shown, at no increase in cost to the City.

2.13 INQUIRIES

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at procurement@cityofdoral.com. All inquiries must have in the subject line the following: **Doral Meadow Park Parking Lot Resealing ITB#2015-13**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Respondents requiring clarification or interpretation of the ITB must submit them via email on or before 12:00 pm noon June 17, 2015. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Respondents. In addition, inquiries and responses may also be posted on the City of Doral website.

2.14 ATTACHED FORMS

2.14.1 Non-Collusion Affidavit

Each Contractor shall complete the Non-Collusion Affidavit and shall submit the executed form with the bid. City considers the failure of the Contractor to submit this document to be a major irregularity and shall be cause of rejection of the Bid.

By offering a submission pursuant to this Invitation to Participate, the Contractor certifies that it has not divulged, discussed or compared his/her Bid with other Contractors and has not colluded with any other Contractors or parties to this bid whatsoever. Also, the Contractor certifies, and in the case of a joint bid, each party thereto certifies, as to his/her own organization, that in connection with this Bid.

No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage,

brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Contractor for the purpose of doing business.

2.14.2 Prohibition on Contingent Fees

As part of any Bid, the Contractor shall warrant, by way of the attached Contingent Fees Affidavit, that that he/she/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 the agreement that may result from this ITB and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

2.14.3 Americans with Disabilities

As part of any bid, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.14.4 Compliance with Equal Employment Opportunity

The Contractor shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Contractor has agreed to undertake by and through the covenants, and provisions set forth in this ITB.

2.14.5 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on lease of real property to a public entity, may not be awarded or perform work as

a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

2.14.6 Truth in Negotiating Certificate

As part of any bid, the Contractor shall certify, covenant, and warrant, by way of the attached Truth in Negotiating Certificate form, that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this ITB and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiating Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Doral, Florida.

2.14.7 Tie Bid Forms

Whenever two or more bids are equal with respect to price, quality, and service are received by the City, the selection committee will review the time-stamp of the submittal of the ITB to determine the earliest received ITB proposal. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.

2.15 BID BOND / PERFORMANCE BOND

The bidder shall have at least three (3) years of experience operating under its current business name. The Bidder must have the ability to obtain a 100% performance and payment bond at time of contract.

The Bidder shall submit proof of their bonding capacity by means of a letter from their bonding company. A Bid Bond in the amount of five (5) percent of the base bid amount is required for this project. (Personal and Cashier Checks are not acceptable)

END OF SECTION 2

SECTION 3 – SCOPE OF SERVICES

Project Overview

The City of Doral is seeking an experienced contractor to provide materials, labor and equipment to repair, reseal, and restripe the parking lot at Doral Meadow Park located at; 11555 NW 58th Street, Doral, FL 33178.

3.1 Scope of Services

3.1.1 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.

3.1.2 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.

3.1.3 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.

3.1.4. 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.

3.1.5 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.

3.1.6 Striping

- a. Contractor must restripe parking lot to match the existing striping.
- 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.

3.2 Performance of Work

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

3.3 Guarantee

- a. 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.

3.4 Miscellaneous

- a. Contractor must have material safety data sheets (MSDS) available at all times while on the job site.
- b. Bidder 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.
- b. Contractor is responsible to obtain and pass all required City, County, State permits and Inspections. City permit fees will be waived.
- c. Contractor shall submit a schedule of work for this project.

END OF SECTION 3

SECTION 4 – BID SUBMITTAL FORM: ITB#2015-13

THIS PROPOSAL IS SUBMITTED TO:

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

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this ITB and in accordance with the other terms and conditions of the Contract Documents.
2. Respondent accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Respondent agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:
 - (a) Respondent has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

- (b) Respondent has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Respondent has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

- (d) Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
 - (e) Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) Respondent has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Respondent.
 - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.
4. Respondent understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
5. Respondent understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place As such the Respondent shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
6. Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Proposal shall be addressed to:

Bidder: _____

Address: _____

Telephone _____

Facsimile Number _____

Attention: _____

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

STATEMENT

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

SUBMITTED THIS DAY _____, 20__.

Person Authorized to sign Proposal: _____

(Signature)

Name)

(Print

(Title)

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____

_____ email: _____

Pricing Sheet

Pricing for Doral Meadow Park Parking Lot Resealing			
Scope of Work	ft/ unit	cost per unit	Total Cost
Patching		\$	\$
Crack Sealing		\$	\$
Oil Spot Treatment		\$	\$
Pavement Cleaning		\$	\$
Sealcoating		\$	\$
Striping		\$	\$

Total Cost of Project	\$
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SECTION 5 – FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS ON PAGES 35-70 IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Statement of No Response
- Solicitation Response Form
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Bidders Certification
- Certificate of Authority
- Bid Bond
- Payment Bond
- Performance Bond
- Acknowledgement of Conformance with OSHA Standards

STATEMENT OF NO RESPONSE

ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

**FOR BIDDERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY WRITE
"N/A" ON THIS FORM.**

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

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

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

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

REMARKS: _____

Solicitation Response Form

BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.

Name: ITB#2015-13
Title: Doral Meadow Park Parking Lot Resealing

Due Date: June 25, 2015

Delivery Location: City of Doral
City Clerk's Office
8401 NW 53rd Terrace
Doral, FL 33166

Submitted by: _____
(name of company and address) _____

Survey: What alerted you to this RFQ? (Circle One)
Miami Herald, Daily Business Review, Demand Star, City's Web Site

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

BIDDER INFORMATION WORKSHEET
ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ **PHONE No.:** _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT
(if different from address provided above):

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

CONTACT'S SIGNATURE: _____ **DATE:** _____

BIDDER QUALIFICATION STATEMENT

ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project:

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location | _____
Owner Name _____
Contact Person | _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

2. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

3. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

END OF SECTION

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

FURTHER AFFIANT SAYETH NOT

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2015 by
_____, who is personally known to me or has produced
_____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

NO CONTINGENCY AFFIDAVIT

ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

State of _____)

SS

County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are _____ (Owner, Partner, Officer, Representative or Agent) of _____, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the Village of Key Biscayne awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2015 by _____, who is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

ITB#2015-13

Title: Doral Meadow Park Parking Lot Resealing

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

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

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address

is: _____
and (if applicable) its Federal Employer Number (FEIN)

is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

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

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

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

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

Sworn to and subscribed before me this ____ day of _____, 20____.

Personally known _____

OR

Produced Identification _____

Notary Public- State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

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

ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

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

1. This sworn statement is submitted to _____
by _____
for _____ whose
business address is _____ and (if applicable)
its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN,
include the Social Security Number of the individual signing this sworn
statement: _____.

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

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

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

By: _____

(Printed Name) _____

(Title) _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ Or Produced
Identification _____ Notary Public - State of _____ My
Commission Expires _____

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

DRUG-FREE WORKPLACE PROGRAM
ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

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

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

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

VENDOR'S SIGNATURE

NAME OF COMPANY

VENDOR PRINT NAME

COPELAND ACT ANTI-KICKBACK AFFIDAVIT
ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

STATE OF _____ }

}SS:

COUNTY OF _____ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20__

Notary Public

(Printed Name)

My commission expires: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

DATE

RESPONDENT'S CERTIFICATION
ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

By:

Sworn to and subscribed before me
this ____ day of _____, 20__

Signature

Name and Title, Typed or Printed

Mailing Address

City, State and Zip Code

Telephone Number

Notary Public

STATE OF _____

My Commission Expires

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

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

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

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

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

Secretary: _____

(SEAL)

BID BOND

STATE OF _____)
) SS:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Doral, a municipal corporation of the State of Florida in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, _____ 2014 for: _____.

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

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 2015, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

_____ (SEAL)
(Individual or Partnership Principal)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

_____ Secretary
(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as

amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

in the presence of:

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the _____ day of _____, 2015, before me, the undersigned Notary Public of the State of Florida, personally appeared

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

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

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

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

Personally known to me, or

Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: Number of Pages:

Number of Signatures Notarized:

END OF SECTION

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB#2015-06, awarded the day of _____, 2015, with the City for the Repair & Resealing of the Parking Lot at Doral Meadows Park, in accordance with specifications prepared by the City of Doral which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after

complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

Signed and sealed this _____ day of _____, 2015.

WITNESS:

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

WITNESS:

(Name of Corporation)

Secretary

By: _____
(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____

*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (____) _____

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2014, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

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

Personally known to me, or

Produced identification: _____

(type of identification produced)

Did take an oath, or

Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB#2015-06, awarded the day of _____, 2015, with City for the Construction of two (2) entry monuments signs, in accordance with drawings (plans) and specifications _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of two (2) entry monuments in the Doral Design District, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR**.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

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

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

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

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

Signed and sealed this _____ day of _____, 2015.

WITNESSES: _____

(Name of Corporation)

By: _____

Secretary

(Signature and Title)

(CORPORATE SEAL)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:
*(Agent and Attorney-in-Fact)

Address:
(Street)

(City/State/Zip Code)

Telephone No.: ()

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2015, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of

Corporate officer), _____ (title), of _____ (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

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

- Personally known to me, or
- Produced identification:

(type of identification produced)

- Did take an oath, or
- Did not take an oath

Bonded by:

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We _____, hereby acknowledge and

Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Doral Meadows Park Parking Lot Improvements, ITB#2015-13**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

BY: _____

ATTEST

END OF SECTION

EXHIBIT "B"
INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

B. Endorsements Required

City of Doral listed as an additional insured
 Contingent & Contractual Liability
 Premises and Operations Liability
 Primary Insurance Clause Endorsement
 Explosion, Collapse & Underground Hazard

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
Statutory- State of Florida

Employer's Liability

A. Limits of Liability
 \$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

IV. Umbrella/Excess Liability (Excess Follow Form)

A. Limits of Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000

City of Doral listed as an additional insured

V. INSTALLATION FLOATER (If Applicable) \$Bid Cost

Causes of Loss: All Risk/Special Form Coverage
Valuation: Replacement Cost
Deductible: 10,000 AOP, 5% Wind and Hail

VI. Owner's & Contractor's Protective Liability

A. Limits of Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
City of Doral listed as named insured	

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company 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 Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

EXHIBIT "C"

Contract

This CONSTRUCTION SERVICES AGREEMENT (the "Agreement") is made as of the _____ day of _____ in the year of Two Thousand and Fifteen, by and between the CITY OF DORAL, the principal address of which is 8401 NW 53rd Terrace, Doral, FL 33166 (the "City"), and _____, a _____, the principal address of which is _____ (the "Contractor"), for the provision of construction services associated with the Repair & Resealing of the Parking Lot at Doral Meadows Park (the "Facility"). City and Contractor may be referred to as individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City is the owner of certain improvements to the Doral Meadows Park as further specified herein, in the solicitation documents, and the drawing and specifications (the "Project"); and

WHEREAS, on _____, the City issued an Invitation to Bid for Parking Lot Improvements – ITB# 2015-13 (the "ITB") to solicit qualified contractors to provide construction services associated with the Project (the "Work"); and

WHEREAS, following close of the acceptance period, opening of the submittals, and evaluation of the Proposals, the Contractor was recommended and selected, based on the evaluating criteria, by the City Council on the basis that Contractor and Contractor's proposal (the "Proposal"), which is attached hereto as Exhibit "B", was in the best interest of the City; and

WHEREAS, the City desires to retain the Contractor, and the Contractor desires to be retained by the City, under the terms and conditions of this Agreement for the provision of the Work.

AGREEMENT

NOW, THEREFORE, in consideration for the above-referenced recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the City and the Contractor hereby agree as follows:

1. Contract Documents. The "Contract Documents" shall consist of this Agreement and the ITB, the Proposal, the Drawings & Specifications, and all Addenda issued prior

to and all Modifications issued after execution of this Agreement. The Contract Documents form the Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 16. If anything in the Contract Documents is inconsistent with this Agreement, the Agreement shall govern.

2. General Conditions. Contractor agrees to furnish all supervision, tools, equipment, labor and materials necessary to fully complete the Work in a workmanlike manner with due diligence and during regular working hours, in accordance with the Contract Documents. Contractor shall achieve substantial completion of the Work no later than _____ days from issuance of all required permits (the "Substantial Completion Date"), and achieve final completion of the Work no later than _____ days from the Substantial Completion Date ("Final Completion Date")(collectively "Completion Dates") Time, including, but not limited to the Completion Dates, is of the essence of this Agreement. Contractor shall be entitled to time extensions for any delays beyond Contractor's control, including but not limited to, delays in delivery of materials or equipment caused by City's delay in approving Contractor submittals or by City's delay in direct payment for materials and equipment. All personnel in the employ of the Contractor shall be fully insured and under responsible supervision, and while on the Premises, shall conduct themselves in a businesslike manner and will refrain from unnecessary interference with the general public and with agents, employees and tenants of City.

3. The Work. All work reasonably inferable from the Contract Documents shall be deemed to be included in and shall form a part of this Agreement, although not mentioned herein, and no additional payment shall be made to the Contractor for same. Contractor shall take all reasonably necessary steps to protect the Work in progress, and Contractor shall be responsible for any or all damage to the Work or Facility caused by Contractor, its subcontractors, agents or employees. The Work is to be constructed and completed in compliance with the Contract Documents, all applicable laws, ordinances, rules and regulations. Contractor acknowledges that the Work is being performed at a location where the City has ongoing business operations, and therefore, shall follow the reasonable requirements of City and shall maintain good order among its agents and employees performing the Work, and shall comply with all rules and regulations of the City, including safety requirements, regulatory compliance and any limitations on hours of operation, staging and storage areas, construction parking, use and shutdown or interruption to City facilities and utilities, temporary signage, and ingress and egress to occupied tenant areas; provided none of these requirements shall relieve Contractor of its safety obligations hereunder. Contractor agrees that it will cause the Work to be performed in such a manner and by such contractors so as to maintain harmonious labor relations with the other contractors and/or labor employed by City at the Facility. Contractor shall work in conjunction with all other trades and cooperate with the superintendent in charge of the job by keeping its work cleaned up

as it progresses and, upon completion, shall clean the same and remove any and all rubbish and debris resulting from such Work.

4. Changes.

- 4.1 City reserves the right to order Work changes in the nature of additions, deletions and modifications without invalidating this Agreement, and agree to make corresponding adjustments in the Contract Price (defined below) and time of completion. All changes must be authorized by a written change order signed by Contractor and City and will be billed at Contractor's cost plus twenty percent (20%) for Contractor's overhead and profit.
- 4.2 Work shall be changed and the Contract Price shall be modified only as set out in the written change order. Notice of any and all claims for additional compensation, extra work, delay, extensions of time, or loss, injury or damages of any kind, shall be submitted in writing by Contractor to the City within ten (10) days after the occurrence giving rise to the claim, or the claim shall be deemed waived by the Contractor. Any adjustment in the Contract Price resulting in a credit or a charge to City or adjustment in the Completion Dates shall be determined by mutual agreement of the parties before starting the Work involved in the change and shall be set forth in the written change order.
- 4.3 The Contractor shall be granted reasonable extensions of time for delays resulting from acts or omissions by the City that causes the Contractor to be delayed in completing the Work. An extension of time to complete the Work shall be determined by the City provided that the Contractor provides the City with notice in writing of the cause of said act, interruption or delay in accordance with the provisions of this Article 4.

5. Contractor's Duties & Status.

- 5.1 The Contractor accepts the relationship of trust and confidence established between him and the City by this Agreement. He covenants with the City to furnish his best skill and judgment and to cooperate with the Architect in furthering the interests of the City. He agrees to furnish efficient business administration and superintendence and to use his best efforts to furnish at all times an adequate supply of workmen and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the City.

- 5.2 Contractor has by careful examination ascertained: (a) The nature and location of said project; (b) The character, quality and quantity of the materials, equipment and facilities necessary to complete said project; (c) The general and local conditions pertaining to said project; and (d) Any governmental code and permit requirements for the Work.
- 5.3 Contractor enters this Agreement solely based on the representations in the ITB and the results of its examination of the Facility and not because of any representations pertaining to said project or the completion thereof made to him by the City or any of their agents and not contained in this Agreement. The parties acknowledge that Contractor is experienced in the construction activities included in the Work.
- 5.4 Contractor will advise City in writing at least forty-eight hours prior to the actual start of the Work. City and/or any of City's agents shall at all times have the right to enter the project work area and inspect the progress of the project and the quality of the Work. If City gives Contractor notice of faulty construction or of any lack of compliance with the Contract Documents, Contractor agrees to cause all requested corrections to be promptly made at no cost to City. Neither the privilege to inspect nor the making of inspections shall operate as a waiver of the right to require good and workmanlike construction of the Work. Contractor and City shall inspect the completed project prior to City's acceptance of the Work and final payment therefore.

6. Charges and Liens. Provided that Contractor has received payment hereunder, Contractor shall timely pay all charges incurred by him for labor and materials used in the construction involved in the Work as they become due. Should Contractor fail to pay any such charge, City may pay the same on behalf of Contractor and shall be reimbursed by Contractor for such payment on request. Contractor unconditionally warrants that, except as to Contractor, there will be no liens for labor and materials or appliances against the Work covered by this Agreement and agrees to defend with counsel chosen by and acceptable to City, indemnify and hold harmless City from and against and to keep the Premises free and clear of any and all such non-Contractor claims, liens and liabilities (including costs, expenses and attorneys' fees, paralegals' fees and disbursements of defending such claims) ("Claims") arising or alleged to have arisen from any Claim by any laborer, materialman or subcontractor for materials furnished or labor performed in connection with the Work. Contractor's obligation with regard to liens shall survive expiration or earlier termination of this Agreement. Upon completion of the Work, Contractor shall provide City with signed and notarized lien releases for all labor, materials and equipment, as well as any other evidence required by City that there shall be no liens affecting the Premises by reason of the Work. Upon requests for draws, Contractor shall supply City with signed and notarized partial/final unconditional lien releases in the form attached hereto as applicable, for all labor,

materials and equipment for which payment is requested in the draw request; provided however, that for draw requests by Contractor that include amounts due a subcontractor or supplier in an amount over \$5,000.00, Contractor shall be paid by check jointly payable to Contractor and such subcontractor or supplier in such amount.

Additionally, Contractor agrees to indemnify and hold City harmless from all Claims arising or alleged to have arisen from any act or omission of Contractor or its agents, employees, contractors, subcontractors, laborers, materialmen or invitees or arising from any bodily injury or property damage occurring or alleged to have occurred incident to the Work, but only to the extent caused by breach of this Agreement or the negligence of Contractor, its subcontractors, materialmen or others for whose actions Contractor may be held liable.

6. Contract Price. The fixed-price contract amount (the "Contract Price") for performance of the Work in accordance with this Agreement shall be the amount of

Contractor shall be entitled to progress payments on account of the Contract Price on submission of applications for payment and upon completion of the Work in accordance with the Draw Schedule. In regards to payments in excess of Five Thousand Dollars (\$5,000.00), City shall pay Contractor by means of joint check or checks payable to Contractor and any subcontractor, supplier, subcontractor, or other person or entity who may claim a materialman's lien or mechanic's lien as a result of the performance of the Work. Within 30 days after Contractor's Substantial Completion (and City's acceptance) of the Work described in Section 2. hereof, and less a dollar amount of 150% of the outstanding punchlist items, City shall pay the balance of the Contract Price to Contractor, provided that all of Contractor's obligations under this Agreement (except punchlist items) with respect to such Work have been satisfied, certification from Contractor that all subcontractors, laborers, materialmen and suppliers have been paid in full, and, if requested, receipt of final waivers of lien from all subcontractors and suppliers. To compensate City for the damages it will suffer due to Contractor's failure to complete construction on time, the Contractor and City agree that as liquidated damages, the Contract Price shall be decreased by \$75.00 for each day after the Substantial Completion Date set forth in section 1 above that the Work has not achieved Substantial Completion due to the fault of Contractor, except the foregoing shall not apply to the extent Contractor's failure to achieve Substantial Completion on or before the Substantial Completion Date is caused by reasons beyond Contractor's control. No payment to Contractor shall be construed as an approval or acceptance of defective Work or Work failing to comply with this Agreement. Further, no payment to Contractor shall constitute a waiver of any of City's rights under the terms of Contractor's Guarantee attached hereto as Exhibit "___" or with respect to unsettled liens. "Substantial Completion" shall be defined as having completed the scope of work (except "punchlist" work) and having obtained a Temporary Acceptance letter or similar document from a third party elevator inspector.

The Contract Price may be increased or decreased only by written change order as provided in Article 3 hereof.

7. Insurance

Contractor shall not commence Work until he has obtained all insurance required under this Article, and Contractor shall maintain such insurance coverage until completion of the Work. Insurance required consists of see Exhibit "A".

8. Subcontractors

8.1 Contracts between the Contractor and any subcontractor employed by Contractor to perform labor in connection with said project shall be consistent with the provision of this Agreement.

8.2 The Contractor shall not employ any subcontractor, agent or employee reasonably objected to by City to perform labor in connection with said project.

8.3 Contractor shall require each subcontractor employed by him (to perform labor) in connection with said project to procure and maintain, at such subcontractor's own cost and expense during the performance of such labor, General Liability insurance, as well as Automobile Liability, Worker's Compensation, and Employer's Liability insurance, in the amounts required of Contractor under Section 7.1 of this Agreement, and to deposit with Contractor certificates (which comply with the requirements in Section 7.2 hereof) evidencing such insurance. Contractor shall not allow any subcontractor to commence work until all required insurance has been obtained (by the subcontractor) and approved (by Contractor) as being in compliance with this Section 8.3.

8.4 Nothing contained in this Agreement creates any contractual relationship between any subcontractor and City nor are any rights conferred to subcontractor as third party beneficiaries of this Agreement.

8.5 Contractor will provide City with a list of all subcontractors prior to the commencement of construction and make any additions or deletions during construction as necessary. At the conclusion of the job, Contractor will provide City a final list of subcontractors.

8.6 Contractor agrees to provide City with a schedule of completion and the approximate dates of each draw request prior to the commencement of construction.

9. Attorney's Fees and Venue. Should any litigation be commenced between the parties hereto concerning said project, any provisions of this Agreement, or the rights and obligations of either party in relation thereto, the Party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to have and recover from the other party all costs and expenses (including reasonable attorneys' fees) incurred in such litigation and any appeal therefrom. Venue shall be in Miami-Dade County, Florida, in a court of competent jurisdiction

10. Guarantees and Warranties. Contractor guarantees the Work for a period of one (1) year from the date such Work is substantially completed, in accordance with the Guarantee attached hereto as Exhibit "___". All final warranties or guarantees shall be assignable to the City, or shall name the City as an additional beneficiary. Contractor warrants to City that all materials and equipment furnished shall be new unless otherwise specified, and that all Work and materials furnished under this Agreement shall be of good quality, free from faults and defects and in conformance with this Agreement.

11. Assignment. This Agreement is for the personal services of Contractor in constructing said project, and Contractor may not assign this Agreement, his right to moneys becoming due under this Agreement, or his duties under this Agreement to any other person or entity without the prior written consent of City. Consent by City to any one such assignment shall not be deemed consent to any future assignment.

12. Independent Contractor – Indemnity and Claims. It is understood and agreed that at all time the relationship of Contractor (and his subcontractors, employees and agents) to City will be that of an independent contractor and not that of an employee, agent or servant of City. Contractor shall hire and pay all of his employees, agents and subcontractors, all of whom shall at all times be entirely under Contractor's supervision, direction and control and none of whom shall be deemed employees or agents of City. Contractor shall be responsible for the acts and omissions of his employees, agents and subcontractors. In consideration of the first \$1,000 of the Contract Price to be paid to the Contractor, and to the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify and save City, harmless from and against any and all claims or demands (and any attorney's and paralegals' fees and/or costs incurred in connection therewith) for damage to property or for injury to or death of any persons, as well as against any fines or penalties, directly or indirectly resulting from the Work, except for claims caused by the sole negligence of an indemnitee hereunder, but only to the extent caused by breach of this Agreement or the negligence of Contractor, its subcontractors, materialmen or others for whose actions Contractor may be held liable. Contractor's obligations hereunder shall survive expiration or earlier termination of this Agreement.

All claims against Contractor and City relating to the Project which are covered in whole or in part by insurance shall be forwarded by Contractor to City and, if requested by City, to the appropriate insurer with a copy to City and City's risk

management department. The defense of actions against City (including, without limitation, any aspect of any negligence claim against City or as to which the insurance company denies coverage or "reserves rights" as to coverage) shall be fully coordinated with City and designated counsel shall be selected and approved by City unless counsel shall have been designated by the insurance carrier defending the claim against Contractor and/or City.

13. Maintenance of Premises around Project Work Area. Contractor at all times shall keep the Premises around the project work area free from accumulation of waste materials or rubbish caused by his operations and shall not unreasonably interfere with the use of the Premises. At the completion of the Work, Contractor shall remove all of his waste materials and rubbish from and about the project as well as his tools, construction equipment, machinery and surplus materials, and shall leave the project work area and the Premises "broom clean". Contractor shall report to City any damage to the Work, as well as any unsafe conditions that he observes at or near the project work site.

14. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of (and shall provide all reasonable protection to prevent damage, injury or loss to) (1) all employees on the project and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall, comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall defend, indemnify and hold harmless the City from and against any penalty, fine or liability in connection therewith to the fullest extent permitted by law, but only to the extent caused by breach of this Agreement or the negligence of Contractor, its subcontractors, materialmen or others for whose actions Contractor may be held liable.

All damage or loss to any property caused in whole or in part by the Contractor (or any of his subcontractors, sub-subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be held liable) shall be remedied by the Contractor, except for damage or loss attributable to the negligent acts or omissions of City.

15. Taxes, Fees, Permits and Licenses. The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits and licenses and pay any fees necessary for the completion of the Work on said project.

16. Compliance with Laws, Ordinances, Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work on said project.

17. Termination of Agreement by City. Should Contractor fail to provide competent and adequate labor to do the Work, or fail to furnish sufficient quantities of material to keep up with the progress of the Work or otherwise fail to regularly continue with the Work from day to day, City, after seven (7) days' written notice to Contractor to cure, reserves the right, after an additional three (3) days' written notice to Contractor, to terminate this Agreement and to purchase materials and equipment, employ labor and to do all or any portion of the Work included in this Agreement, all at the expense of Contractor. If the cost of completing Contractor's Work, plus the amounts previously paid to Contractor under this Agreement, exceeds the Contract Price for the Work, Contractor shall pay such excess to City on demand, along with an overhead charge of ten percent (10%).

If Contractor is adjudged a bankrupt or a debtor or files a petition for relief under any Chapter of the Bankruptcy Code, or if he makes a general assignment for the benefit of his creditors, if a receiver is appointed on account of his insolvency, or if he disregards laws, ordinances, rules, or regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this Agreement, then City may exercise the remedies available to City under the paragraph above.

After seven (7) days' prior written notice to Contractor, the City reserves the right to terminate this Agreement for the convenience of City, in which event the Contractor shall be paid for all work properly completed (subject to setoffs due to incomplete or defective work) the reasonable cost of the Work properly performed (including earned overhead and profit, but not to exceed the Contract Price provided for herein), but shall not be entitled to recover lost profits, or incidental and consequential damages.

18. Notices. All notices and other communications required by this Agreement or by law shall be in writing and must be served by (1) certified or registered mail, postage prepaid, return receipt requested; (2) any so-called "overnight" or "one day" express mailing service; or (3) by hand delivery addressed to the parties hereto at the following addresses, or such other addresses as are provided to the other parties in accordance with this Article:

Contractor: _____

City: Edward Rojas
City Manager
City of Doral
8401 NW 54th Street
Doral, FL 33166

With a Copy: Daniel A. Espino, Esq.
Weiss Serota Helfman Cole & Bierman, PL
City Attorney
2525 Ponce De Leon, 7th Floor
Coral Gables, FL 33134

Any notices mailed in accordance with the provisions hereof shall be effective on the date of receipt.

19. Sole and Only Agreement. The Contract Documents constitutes the sole and only agreement of the parties hereto relating to the Work and correctly sets forth the rights, duties and obligations of each party to the either as of its date. Any prior agreements, bids, promise, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any modifications to this Agreement must be in writing signed by City and Contractor.

20. Nondiscrimination Neither Contractor nor anyone claiming by, through or under Contractor shall discriminate against or engage in the segregation of any person, or group of persons on account of race, color, creed, national origin or ancestry in the sale, lease, sublease, transfer, use occupancy, tenure, or enjoyment of the Premises or Work, nor shall Contractor or any person claiming under or through Contractor, establish or permit any such practice or practices of discrimination or segregation with reference to the selection location, number, use or occupancy of the tenants, lessees, subtenants, sublessees or vendees of the Work.

21. Inconsistencies and Attachments. If the Work to be performed by Contractor is described on an exhibit attached hereto rather than (or in addition to) being described in Section 2. hereof, any inconsistencies between this Agreement and such exhibit shall be resolved in favor of this Agreement. Moreover, any attachment to this Agreement which is not initialed by the party against whom enforcement of same is sought shall not be binding against such party. Any such attachment which contains language and/or numbers on both sides of the page(s) shall be binding against the party against whom enforcement of same is sought only with regard to the side(s) of such page(s) which has/have been initialed by such party.

22. Authority. Each individual executing this Agreement represents and warrants that the party on whose behalf this Agreement is executed is a duly authorized and existing corporation or limited liability company, that such corporation or limited liability company has (and is qualified to do) business in the State of Florida, that such corporation or limited liability company has full right and authority to enter into this Agreement, and that each person signing this Agreement on behalf of such corporation or limited liability company is authorized to do so.

If this Agreement is signed by only one person on behalf of Contractor, that person hereby represents and warrants to City that he or she has full authority to bind Contractor to the provisions hereof, with his or her signature alone.

23. Headings. The article headings, article numbers and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement nor in any way affect this Agreement.

24. Arbitration. Nothing relating to this Agreement or the work to be performed hereunder shall be subject to or submitted to arbitration.

25. Ownership and Access to Records and Audits. Contractor shall comply with the provisions of Chapter 119, Florida Statute, by performing such tasks as, without limitation:

- (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 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 public agency 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 public agency in a format that is compatible with the information technology systems of the public agency.

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from this Agreement are the property of the City. 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. The City may cancel 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.

26. Prohibition of Contingency Fees. Contractor warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the registered surveyor and/or mapper, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

28. Non-Collusion. Contractor certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Equipment and has not colluded with any other individual or entity whatsoever.

29. Truth in Negotiating Certificate. Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Work that may be offered pursuant to this Agreement will be accurate, complete, and current at the time of contracting. Contractor further agrees that the Contract Price provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

30. Counterparts. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

CONTRACTOR

By:
Title:
Date:

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

Edward A. Rojas, City Manager
Date:

Approved as to form and legal sufficiency for the sole use and reliance of the City of Doral:

Weiss Serota Helfman Cole & Bierman, PL
City Attorney

Exhibit “B”
M&M Asphalt Maintenance, Inc.
Proposal

SECTION 4 – BID SUBMITTAL FORM: ITB#2015-13

THIS PROPOSAL IS SUBMITTED TO:

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

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this ITB and in accordance with the other terms and conditions of the Contract Documents.
2. Respondent accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Respondent agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:
 - (a) Respondent has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

- (b) Respondent has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Respondent has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

- (d) Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
 - (e) Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) Respondent has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Respondent.
 - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.
4. Respondent understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
5. Respondent understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place As such the Respondent shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
6. Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Proposal shall be addressed to:

Bidder: M + M Asphalt Maintenance, Inc.
Address: 1180 SW 10th Street
Delray Beach, FL 33444
Telephone: 561-588-0949
Facsimile Number: 561-588-2140
Attention: Trisha Barbee

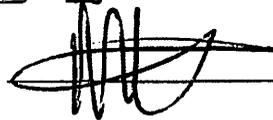
8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

STATEMENT

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

SUBMITTED THIS DAY June 25, 2015

Person Authorized to sign Proposal:
(Signature)



Name)

Kenneth Goldberg (Print

President (Title)

Company Name: M + M Asphalt Maintenance, Inc.

Company Address: 1180 SW 10th Street, Delray Beach, FL 33444

Phone: 561-588-0949 Fax: 561-588-2140
email: info@allcountypaving.com

Pricing Sheet

Pricing for Doral Meadow Park Parking Lot Resealing			
Scope of Work	ft/ unit	cost per unit	Total Cost
Patching	275 SF	\$ 5.-	\$1,375.-
Crack Sealing	600 LF	\$ 2.-	\$1,200.-
Oil Spot Treatment	50 Locations	\$ 25.-	\$1,250.-
Pavement Cleaning	42,831 SF	\$ 0.05	\$2,141.55
Sealcoating	42,831 SF	\$ 0.20	\$8,566.20
Striping	Lump Sum	\$ Lump Sum	\$ 5,000.-

Total Cost of Project	\$ 19,532.75
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STATEMENT OF NO RESPONSE

ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

**FOR BIDDERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY WRITE
"N/A" ON THIS FORM.**

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

COMPANY NAME: _____
ADDRESS: _____
TELEPHONE: _____
SIGNATURE: N/A
DATE: _____

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

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

REMARKS: _____

BIDDER INFORMATION WORKSHEET
ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

COMPANY/AGENCY/FIRM NAME: M + M Asphalt Maintenance, Inc.

ADDRESS: 1180 SW 10th Street, Delray Beach, FL 33444

BUSINESS EMAIL ADDRESS: info@allcountypaving.com PHONE No.: 561-588-0949

CONTACT PERSON & TITLE: Trisha Barbee

CONTACT EMAIL ADDRESS: trbarbee@allcountypaving.com PHONE No.: 561-416-3000

BUSINESS HOURS: 8am-5pm Mon-Fri

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: April 21, 2009

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT
(if different from address provided above):
Same

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

Kenneth, Goldberg President 561-588-0949
(First, Last Name) (Title) (Contact Phone Number)

Jeffrey, Cohen Secretary 561-588-0949
(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

CONTACT'S SIGNATURE:  DATE: 6-24-15

BIDDER QUALIFICATION STATEMENT

ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project:

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location Morgan Levy Park - Doral

Owner Name City of Doral

Contact Person Lazaro Quintero

Contact Telephone No. 305-593-16000

Email Address: lazaro.quintero@cityofdoral.com

Yearly Budget/Cost \$16,544.07

Dates of Contract From: 9/27/12 To: 2/4/13
2. Project Name/Location Boynton Beach City Hall

Owner Name City of Boynton Beach

Contact Person Frantz LaFontant

Contact Telephone No. 561-742-16989

Email Address: lafontanf@bbfl.us

Yearly Budget/Cost \$3,382.-

Dates of Contract From: 2/18/15 To: 3/4/15

3. Project Name/Location Charter School / Coral Springs

Owner Name City of Coral Springs

Contact Person Glen Gordon

Contact Telephone No. 954-345-2219

Email Address: ggordon@coralsprings.org

Yearly Budget/Cost \$3,794.-

Dates of Contract From: 10/24/13 To: 7/15/13

END OF SECTION

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)**

ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

I, Kenneth Goldberg, being first duly sworn state:

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

161-1595442
FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

M + M Asphalt Maintenance, Inc.
Name of Entity, Individual, Partners, or Corporation

All County Paving
Doing business as, if same as above, leave blank

1180 SW 10th Street Delray Beach FL 33444
STREET ADDRESS SUITE CITY STATE ZIP CODE

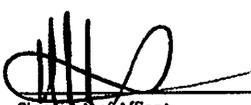
OWNERSHIP DISCLOSURE AFFIDAVIT

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

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>David R. Goldberg</u>	<u>13201 Vedra Lake Circle, Delray Bch, FL 33446</u>	<u>40%</u>
<u>Jeffrey Cohen</u>	<u>8715 Flowersong Cove, Boynton Bch, FL 33473</u>	<u>30%</u>
<u>David R. Goldberg</u>	<u>13201 Vedra Lake Circle, Delray Bch, FL 33446</u>	<u>30%</u>
<u>Irrevocable Trust</u>	<u>13201 Vedra Lake Circle, Delray Bch, FL 33446</u>	<u>30%</u>

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

None



Signature of Affiant

6-24-15

Date

Kenneth Goldberg

Printed Name of Affiant

Sworn to and subscribed before me this 24th day of June, 2015.

Personally known _____
OR
Produced identification _____

Notary Public-State of Florida

Type of Identification

My commission expires: 10-30-18

Tina Miller

Printed, typed, or stamped commissioned name of Notary Public



NON-COLLUSION AFFIDAVIT

ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

State of Florida)
)

County of Palm Beach ^{SS})

BEFORE ME, the undersigned authority, personally appeared Kenneth Goldberg who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the President
the (Owner, Partner, Officer, Representative or Agent) of M + M Asphalt Maintenance, Inc.
the BIDDER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NO CONTINGENCY AFFIDAVIT

ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

State of Florida)

County of Palm Beach ^{SS})

BEFORE ME, the undersigned authority, personally appeared Kenneth Goldberg, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are President (Owner, Partner, Officer, Representative or Agent) of M+M Asphalt Maintenance, Inc., the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the Village of Key Biscayne awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

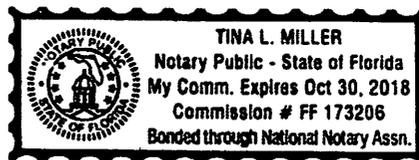
By: [Signature]
Print Name: Kenneth Goldberg

SWORN TO AND SUBSCRIBED before me this 24th day of June, 2015 by Kenneth Goldberg, who is personally known to me or has produced _____ as identification.

[Signature]

Notary Public
State of Florida at Large

My Commission Expires: 10-30-18
My Commission Number: FF-173206



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

ITB#2015-13

Title: Doral Meadow Park Parking Lot Resealing

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

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

by: Kenneth Goldberg - President
(print individual's name and title)

for: M + M Asphalt Maintenance, Inc.
(print name of entity submitting sworn statement)

whose business address
is: 1180 SW 10th St, Delray Beach, FL 33444

and (if applicable) its Federal Employer Number (FEIN)
is: 61-1595442

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____ - _____ - _____.)

I, being duly first sworn state:

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

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

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

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.


SIGNATURE

Sworn to and subscribed before me this 24th day of June, 2015.

Personally known

OR
Produced Identification

Notary Public- State of Florida
My commission expires: 10-30-18

Tina Miller

Printed, typed, or stamped commissioned name of Notary Public



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

ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

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

1. This sworn statement is submitted to City of Doral
by Kenneth Goldberg
for M + M Asphalt Maintenance, Inc. whose
business address is 1188 Sw 10th Street, Delray Beach, FL
33444 and (if applicable)
its Federal Employer Identification number (FEIN) is 101-1595442 (IF the entity had no FEIN,
include the Social Security Number of the individual signing this sworn
statement: _____).

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

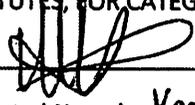
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

By: 

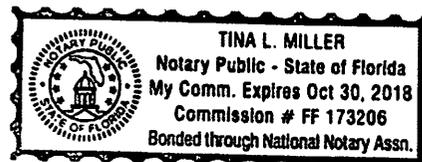
(Printed Name) Kenneth Goldberg

(Title) President

Sworn to and subscribed before me this 24th day of June, 2015

Personally known Or Produced
Identification _____ Notary Public - State of Florida My
Commission Expires 10-30-18

(Type of Identification)(Printed, typed, or stamped commission name of notary public) Tina Miller



DRUG-FREE WORKPLACE PROGRAM

ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

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

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

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



VENDOR'S SIGNATURE

Kenneth Goldberg
VENDOR PRINT NAME

M + M Asphalt Maintenance, Inc.
NAME OF COMPANY

COPELAND ACT ANTI-KICKBACK AFFIDAVIT
ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

STATE OF Florida }

}SS:

COUNTY OF Palm Beach }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:

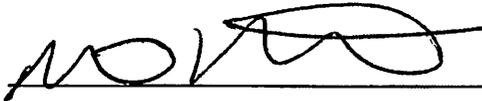
 Kenneth Goldberg

Title:

President

Sworn and subscribed before this

24th
15 day of June, 2015

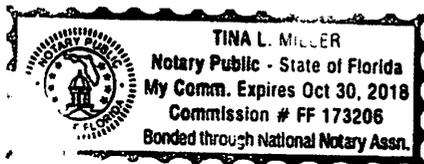


Notary Public

Tina Miller

(Printed Name)

My commission expires: 10-30-18



EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

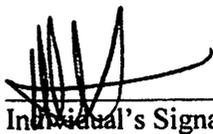
ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

I, Kenneth Goldberg, Resident
(Individual's Name) (Title)

of the M & M Asphalt Maintenance, Inc. do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.


Individual's Signature

6-24-15
DATE

CONE OF SILENCE CERTIFICATION
ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

I, Kenneth Goldberg _____, President _____
(Individual's Name) (Title)

of the M+M Asphalt Maintenance, Inc. do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

6-24-15 _____

Date

TIE BIDS CERTIFICATION

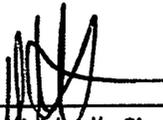
ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

I, Kenneth Goldberg, President
(Individual's Name) (Title)

of the M & M Asphalt Maintenance, Inc. do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 5.1.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

6-24-15

Date

RESPONDENT'S CERTIFICATION
ITB#2015-13 Title: Doral Meadow Park Parking Lot Resealing

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

M + M Asphalt Maintenance, Inc.
Name of Business

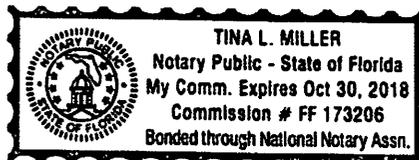
By:


Signature
Kenneth Goldberg
Name and Title, Typed or Printed
1180 SW 10th Street
Mailing Address
Delray Beach, FL 33444
City, State and Zip Code
561-588-0949
Telephone Number

Sworn to and subscribed before me
this 15th day of June, 2015
24th


Notary Public
STATE OF Florida
10-30-18
My Commission Expires

53



CERTIFICATE OF AUTHORITY
(IF CORPORATION)

STATE OF Florida)
) SS:
COUNTY OF Palm Beach

I HEREBY CERTIFY that a meeting of the Board of Directors of the
m + m Asphalt Maintenance, Inc.

a Corporation existing under the laws of the State of Florida
held on June 24, 2015, the following resolution was duly passed and adopted:

Kenneth Goldberg
"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated,
June 24, 2015, to the City of Doral and this Corporation and that their execution thereof,
attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed
of this Corporation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 24th
day of June, 2015.

Secretary: [Signature]

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

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

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

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

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

Secretary: _____

(SEAL)

BID BOND

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

**WESTCHESTER
FIRE
INSURANCE
COMPANY**

KNOW ALL MEN BY THESE PRESENTS, that we, M & M ASPHALT MAINTENANCE, INC., as Principal, and ^{**}, as Surety, are held and firmly bound unto the City of Doral, a municipal corporation of the State of Florida in the sum of FIVE PERCENT OF THE AMOUNT BID Dollars (\$5% -----), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, JUNE 25, 2015 for: DORAL MEADOW PARK PARKING LOT RESEALING | ITB# 2015-13.

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

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

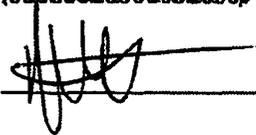
IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this
25TH day of JUNE, 2015, the name and the corporate seal of each corporate party being
hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

M & M ASPHALT MAINTENANCE, INC.

(SEAL)

(Corporate ~~XXXXXXXXXXXX~~ Principal)



1180 SW 10TH ST

(Business Address)

DELRAY BEACH, FL 33444

(City/State/Zip)

(561) 588-0949

(Business Phone)

ATTEST:

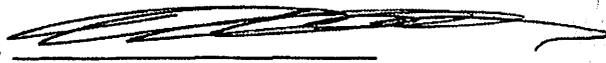
WESTCHESTER FIRE
INSURANCE COMPANY



Secretary

(Corporate Surety)*

By:


D.W. MATSON III, Attorney-in-Fact

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as

amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

in the presence of:

Yusuf Saleh

By:

[Signature]

Kenneth Goldberg

(Printed Name)

President

(Title)

ACKNOWLEDGMENT

State of Florida

County of MIAMI-DADE

On this the 25TH day of JUNE, 2015, before me, the undersigned Notary Public of the State of Florida, personally appeared

D.W. MATSON III

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

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

WITNESS my hand and official seal.

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

DAWN A.A. PLUMMER, Notary Public



DAWN A. A. PLUMMER
MY COMMISSION # EE 191199
EXPIRES: April 19, 2016
Bonded Thru Budget Notary Services

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

Personally known to me, or

Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document:

Number of Pages:

Number of Signatures Notarized:

END OF SECTION

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint D.W. Matson, III, John W Charlton, all of the City of CORAL GABLES, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty million dollars & zero cents (\$20,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 24 day of September 2014.

WESTCHESTER FIRE INSURANCE COMPANY

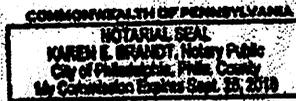


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 24 day of September, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 25th day of JUNE, 2015.



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 24, 2016.



MATSON-CHARLTON
SURETY GROUP

September 11, 2012

M & M ASPHALT MAINTENANCE, INC.
1302 South J ST
Lake Worth, FL 33460

RE: *Letter of Bondability*

To Whom It May Concern:

M&M Asphalt Maintenance, Inc. is a greatly valued client of Matson-Charlton Surety Group and we hold its management in the highest regard.

At the present time, M&M Asphalt Maintenance, Inc has a bonding capacity of \$3,000,000 for single projects with a \$5,000,000 aggregate surety program.

At the request of M & M Asphalt Maintenance, Inc we would consider providing payment and performance bonds on various projects, subject to normal underwriting at the time of any bond request, including without limitation, prior review and approval of relevant contract documents, bond forms and project financing.

M&M Asphalt Maintenance, Inc is a professional, responsive, and well respected company. If you should need further assurances on our fine client, please feel free to contact our office.

Sincerely,

D.W. Matson III
Attorney-in-Fact

MATSON-CHARLTON SURETY GROUP

700 South Dixie Highway, Suite 100 • Coral Gables, FL 33146

Phone: 305.662.3852 • Fax: 305.661.9948

NASBP Member

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB#2015-06, awarded the day of _____, 2015, with the City for the Repair & Resealing of the Parking Lot at Doral Meadows Park, in accordance with specifications prepared by the City of Doral which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after

complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.

2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

Signed and sealed this _____ day of _____, 2015.

WITNESS:

By: _____

(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

WITNESS:

(Name of Corporation)

Secretary

By: _____

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____

*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (____) _____

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2014, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

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

Personally known to me, or

Produced identification: _____

(type of identification produced)

Did take an oath, or

Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB#2015-06, awarded the day of _____, 2015, with City for the Construction of two (2) entry monuments signs, in accordance with drawings (plans) and specifications _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of two (2) entry monuments in the Doral Design District, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR**.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

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

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

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

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

Signed and sealed this _____ day of _____, 2015.

WITNESSES: _____
(Name of Corporation)

By: _____
Secretary

(Signature and Title)

(CORPORATE SEAL)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

*(Agent and Attorney-in-Fact)

Address:
(Street)

(City/State/Zip Code)

Telephone No.: ()

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2015, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of

Corporate officer), _____ (title), of _____ (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

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

- Personally known to me, or
 Produced identification:

(type of identification produced)

- Did take an oath, or
 Did not take an oath

Bonded by:

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Doral Meadows Park Parking Lot Improvements, ITB#2015-13**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Subcontractor's Names) |

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY: _____

END OF SECTION

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"
INSURANCE REQUIREMENTS

I. Commercial General Liability

- A. Limits of Liability
 - Bodily Injury & Property Damage Liability
 - Each Occurrence \$1,000,000
 - Policy Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Products & Completed Operations \$2,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Contingent & Contractual Liability
 - Premises and Operations Liability
 - Primary Insurance Clause Endorsement
 - Explosion, Collapse & Underground Hazard

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

Statutory- State of Florida

Employer's Liability

- A. Limits of Liability
 - \$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

IV. Umbrella/Excess Liability (Excess Follow Form)

A.	Limits of Liability	
	Each Occurrence	\$1,000,000
	Policy Aggregate	\$1,000,000
	City of Doral listed as an additional insured	

V. INSTALLATION FLOATER (If Applicable)

\$Bid Cost

Causes of Loss: All Risk/Special Form Coverage

Valuation: Replacement Cost

Deductible: 10,000 AOP, 5% Wind and Hail

VI. Owner's & Contractor's Protective Liability

A.	Limits of Liability	
	Each Occurrence	\$1,000,000
	Policy Aggregate	\$1,000,000
	City of Doral listed as named insured	

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company 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 Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2015

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

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

PRODUCER Mack, Mack & Waltz Insurance Group, Inc. 1211 S Military Trail Suite 100 Deerfield Beach FL 33442	CONTACT NAME: Erika Pfeiffer PHONE (A/C, No, Ext): (954) 640-6225 E-MAIL ADDRESS: epfeiffer@mackinsurance.com		FAX (A/C, No): (954) 640-6226
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED M & M Asphalt Maintenance, Inc., DBA: All County Paving 1180 SW 10th Street Delray Beach FL 33444	INSURER A: FCCI Insurance Company		
	INSURER B: AGCS Marine Insurance Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL1542832744 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			001-WC15A72204	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine			CMA277234	5/1/2015	5/1/2016	Scheduled Equipment \$2,020,953 Rented/Leased/ Deductible \$300,000/\$5000

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

CERTIFICATE HOLDER (305) 470-6850 City of Doral 8401 NW 53rd Terrace Doral, FL 33166	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Greg Waltz/ERIKAP
---	--

Exhibit “E”
Performance and Payment Bond

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, M & M ASPHALT MAINTENANCE, INC., as Principal, hereinafter called Contractor, and WESTCHESTER FIRE INSURANCE COMPANY, as Surety, are bound to the City of Doral, Florida, as Oblige, hereinafter called City, in the amount of NINETEEN THOUSAND FIVE HUNDRED THIRTY TWO AND 75/100 Dollars (\$ 19,532.75) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB#2015-13, awarded the day of JUNE 24TH, 2015, with the City for the Repair & Resealing of the Parking Lot at Doral Meadows Park, in accordance with specifications prepared by the City of Doral which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after

complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

Signed and sealed this 8TH day of OCTOBER, 2015.

WITNESS:

Imber Baker

S Scalpi

By: [Signature] President
(Signature and Title)



WITNESS:

[Signature]
Secretary

Kenneth Goldberg - President
(Type Name and Title signed above)

M & M ASPHALT MAINTENANCE, INC.
(Name of Corporation)

By: Kenneth Goldberg - President
(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY: WESTCHESTER FIRE INSURANCE COMPANY

By:

[Handwritten signature]

*Agent and Attorney-in-Fact D. W. MATSON III

Address: 700 SOUTH DIXIE HWY

(Street) SUITE 100

(City/State/Zip Code) CORAL GABLES, FL 33146

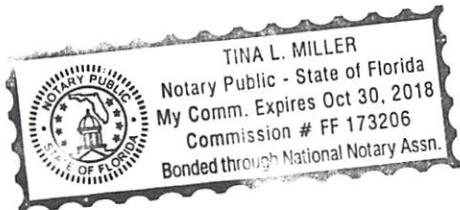
Telephone No.: (305) 662-3852

* (Power of Attorney must be attached)

State of Florida
County of Palm Beach

On this, the 8th day of October, 2015, before me, the undersigned Notary Public of the State of FL, the foregoing instrument was acknowledged by Kenneth Goldberg (name of corporate officer), President (title), of M&M Asphalt Maint. Inc. (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal



[Handwritten signature]

Notary Public, State of
Tina Miller

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

Personally known to me, or

Produced Identification: _____

(type of identification produced)

Did take an oath, or

Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(CORPORATE SEAL)



M + M Asphalt Maintenance, Inc.
(Name of Corporation)

END OF SECTION

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, M & M ASPHALT MAINTENANCE, INC., as Principal, hereinafter called Contractor, and WESTCHESTER FIRE INSURANCE COMPANY, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of *** Dollars (\$ 19,532.75) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. ***NINETEEN THOUSAND FIVE HUNDRED THIRTY TWO AND 75/100

WHEREAS, Contractor has by written agreement entered into a Contract, ITB#2015-13, awarded the day of JUNE 24TH, 2015, with City for the Resealing of the Parking Lot at Doral Meadow Park, in accordance with drawings (plans) and specifications _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of two (2) entry monuments in the Doral Design District, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR**.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

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

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

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

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

Signed and sealed this 8th day of OCTOBER, 2015.

WITNESSES: John Beebe
 (Name of Corporation)

M & M ASPHALT MAINTENANCE, INC.

By: [Signature]
 Secretary
 (CORPORATE SEAL)

[Signature] President
 (Signature and Title)

Kenneth Goldberg - President
(Type Name & Title signed above)

INSURANCE COMPANY:

IN THE PRESENCE OF:
WESTCHESTER FIRE INSURANCE COMPANY



By: D. W. MATSON III

*(Agent and Attorney-in-Fact)

700 SOUTH DIXIE HWY, STE. 100

Address:

(Street)

CORAL GABLES, FL 33146

(City/State/Zip Code)

Telephone No.: () 305-662-3852

* (Power of Attorney must be attached)

State of Florida

County of Palm Beach

On this, the 8th day of Oct., 2015, before me, the undersigned Notary Public of the State of FL, the foregoing instrument was acknowledged by Kenneth Goldberg (name of

Corporate officer), President (title), of MMA Asphalt Main, Inc (name of Corporation), a FL (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal



Notary Public, State of

Tina Miller

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

Personally known to me, or
 Produced identification:

(type of identification produced)

Did take an oath, or
 Did not take an oath

Bonded by:

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint D.W. Matson, III, John W Charlton, all of the City of CORAL GABLES, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty million dollars & zero cents (\$20,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 24 day of September 2014.

WESTCHESTER FIRE INSURANCE COMPANY

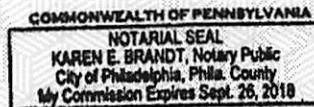


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 24 day of September, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 24th day of OCTOBER, 2015



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 24, 2016.