PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL

AND TGSV ENTERPRISES, INC.

FOR

DORAL GOVERNMENT CENTER 3RD FLOOR CAO REMODELING

THIS AGREEMENT, dated as of the 2 day of October, 2019, is made between TGSV Enterprises, Inc., an active, for-profit Florida Corporation, (hereinafter the "Contractor"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

RECITALS

WHEREAS, the Contractor and the City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Doral Government Center 3rd Floor CAO Remodeling (the "Project"); and

WHEREAS, the City desires to engage the Contractor to perform the services specified below.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned 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 is acknowledged by the Parties, Contractor and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The Contractor shall complete all work associated with the Project as specified in the set of Construction Documents "Scope of Services" found in Exhibit "A", which is attached to this Agreement and incorporated herein and made part hereof by this reference.
- 1.2 Contractor shall diligently pursue and use its best efforts to obtain all necessary permits as required by the regulatory agencies as soon as possible after the date of contract agreement is executed. Contractor shall keep City inform of the progress of obtaining all necessary permits and any delays in obtaining the permits will be brought to the attention of the City Manager, or his designee. City acknowledges that a possibility always exists that obtaining necessary permits may delay project deadlines. In the event there are any delays in obtaining necessary permits, Contractor shall be entitled to an adjustment to Contract Time.



- 1.3 The Contractor shall provide a breakdown of tasks, timeline and deliverables to the City for the Service in accordance to the "Scope of Services".
- 1.4 Contractor may provide additional services to the City as determined by the City Manager or his/her designee and that are mutually agreeable by both parties.

2. Term/Commencement Date.

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for the length of the project from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8.
- 2.2 Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Service within the timeframes set forth in the Project Schedule, unless extended by the City Manager. Contractor also recognizes the delays, expenses, and difficulties involved in proving the actual loss suffered by the City if the Work in not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but nor as penalty) Contractor shall pay City \$150.00 for each calendar day that expires after 30 days of the time specified in the section 1.3 for Final Completion of the Work.
- 2.3 Notwithstanding liquidated damages set forth in Section 2.2 of this contract, and Section 2.10 of the General Conditions, any actual damages not attributable to the delay that arise from the Contractor's breach of this contract, such as damages to the project site, existing structures, property, or improvements thereon, or personal injury to the City's agents, employees, or invitees, will be the responsibility of the Contractor. Such actual damages specifically exclude damages which arise from delay(s). It shall be the City's burden to prove that any claimed actual damages are not delay damages.
- 2.4 Monies due to the City under Section 2.2 and 2.3 may be deducted from any monies due to 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.

3.1 City shall pay Contractor for completion of the Work in accordance with the Contractor's Proposal attached under Exhibit "B" (the "Fee") an



- amount in current funds equal to the sum of the amounts determined pursuant to this Article. The Contractor shall provide the Work at a not to exceed amount of Seventy-Eight Thousand Dollars (\$78,000.00).
- 3.2 The City shall pay Contractor in accordance with the Florida Prompt Payment Act.
- 3.3 Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Service within the timeframes set forth in the Project Schedule, unless extended by the City Manager.
- 3.4 City shall make progress payments, deducting the amount from the Contract Price above, on the basis of Contractor's Applications for Payment as recommended by the City's Representative, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.
- 3.5 The Contractor agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by City for each Progress Payment until Final Payment.
- 3.6 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as City's Representative shall determine, or City may withhold, in accordance with the General Conditions.
- 3.7 The payment of any Application for Payment by City, including the Final Request, does not constitute approval or acceptance by City of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of City's rights hereunder or at law or in equity.
- 3.8 The Final Application for Payment by Contract shall not be made until the Contractor delivers to the City complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the City, and an affidavit that so far as the Contractor has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The Contractor may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner, person or entity City may be required to indemnify against any lien or claim.



3.9 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, City shall pay the remainder of the Contract Price and any retainage as recommended by the City's Representative.

4. <u>Sub-Contractors.</u>

- 4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.
- 4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.

5. <u>City's Responsibilities.</u>

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5.2 Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform services as may be requested in writing by the Contractor (if applicable).

6. Contractor's Responsibilities.

- 6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Contractor shall at Contractors sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Contractor or Sub Contractor under this agreement.
- 6.2 Contractor may enter the facilities Monday-Saturday from 7AM to 7PM any other hours must be preapproved by the City's Representative.

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8. <u>Termination</u>.

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- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Contractor without cause. Cause shall include but not be limited to a failure on the part of Contractor to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 Upon receipt of the City's written notice of termination, Contractor shall stop providing the Service.
- 8.3 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 8.4 If the Contractor wishes to terminate this Agreement prior to the end of the initial term or during the option years, Contractor must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Contractor being unable to do business with the City in the future.

9. Insurance.

- 9.1 The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C". The insurance carrier 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.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. Nondiscrimination.

10.1 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, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys' Fees and Waiver of Jury Trial.

- In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 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.

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- Contractor shall defend, indemnify, and hold harmless the City, its officers, 12.1 agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or nonperformance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Contractor.

13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or



by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:

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

With a Copy to:

Luis Figueredo, Esq.

City Attorney

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

For The Contractor: Richard Gomez

Vice President

TGSV Enterprises, Inc.

1301 West 68th Street, Suite A

Hialeah, FL 33014

14. Governing Law.

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14.1 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, or the Southern District of Florida.

15. Entire Agreement/Modification/Amendment.

- 15.1 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.
- No agent, employee, or other representative of either party is empowered to 15.2 modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 In addition to other contract requirements provided by law, Contractor shall comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- The Contractor may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:
 - (a) Service quality, attentiveness, courteousness, etc.;
 - (b) Personal appearance;
 - (c) Sanitation practices and conditions;
 - (d) Personal appearance;
 - (e) Training program techniques, schedules, and records;
 - (f) Safety conditions;



- (g) Operational performance from a financial perspective; and
- (h) Other related operational conditions and/or practices.

17. No assignability.

17.1 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.

18.1 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.

19.1 The Contractor and its employees, volunteers and agents shall be and remain independent contractors 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. Representations and Warranties of Contractor.

- 20.1 Contractor hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:
 - (a) Contractor, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
 - (b) Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
 - (c) The execution, delivery and performance of this Agreement by Contractor has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Contractor in accordance with its terms; and



(d) Contractor has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. Compliance with Laws.

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- 21.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- 21.2 The Contractor shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City, or the Contractor. The Contractor, at the Contractor's expense, shall be responsible for obtaining all required licenses and permits relevant to their operation.

22. Non-collusion.

22.1 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 Services and has not colluded with any other individual or entity whatsoever.

23. Truth in Negotiating Certificate.

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24. Waiver

24.1 The failure of either party to this Agreement 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.

25. Survival of Provisions

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.

26. Prohibition of Contingency Fees.

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26.1 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.

27. Force Majeure.

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27.1 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. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. Counterparts

28.1 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.

29. Interpretation.

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.



29.2 Preparation of this Agreement has been a joint effort of the City and Contractor and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. <u>Discretion of City Manager.</u>

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. Third Party Beneficiary

31.1 Contractor and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. No Estoppel

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32.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Contractor's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]



IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL

Albert P. Childress,

City Manager

Date: ___

NOS. 1, 2019

Approved As To Form and Legal Sufficiency for the Use And Reliance of the City of Doral Only:

Luis Figueredo, Esq.

City Attorney

CONTRACTOR TOSV ENTERPLISTS, INC.



Exhibit "A" Scope of Services

EXHIBIT "A"

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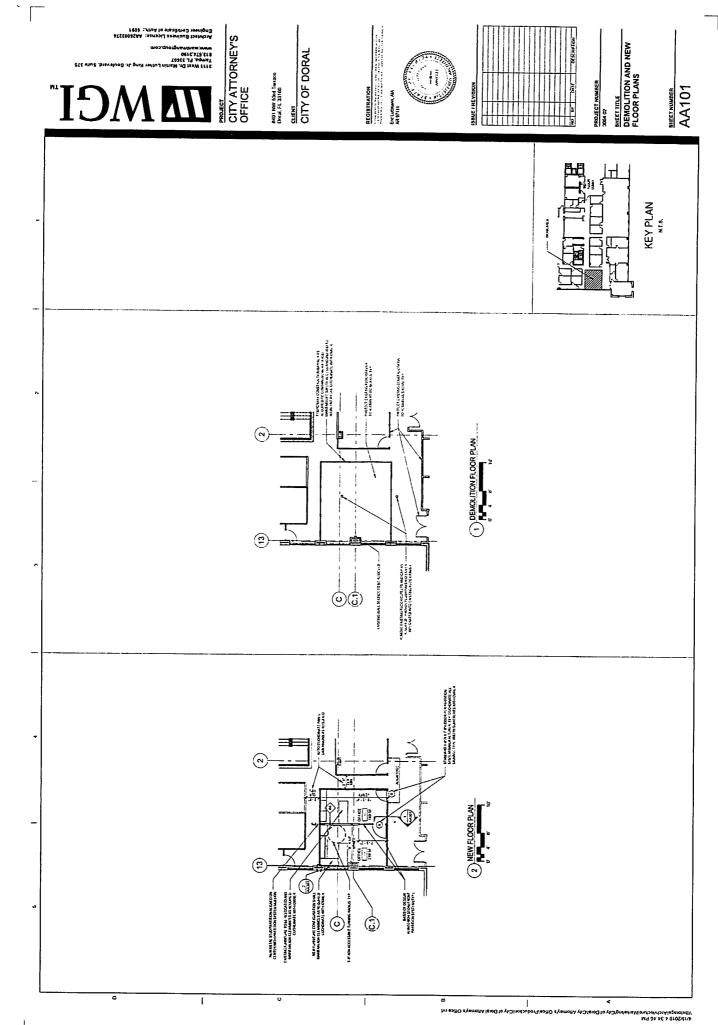


CITY OF DORAL

6401 NW 53rd Turinco Doral, FL 33100

CITY ATTORNEY'S OFFICE

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DEMOLITION AND NEW REFELECTED CEILING PLANS

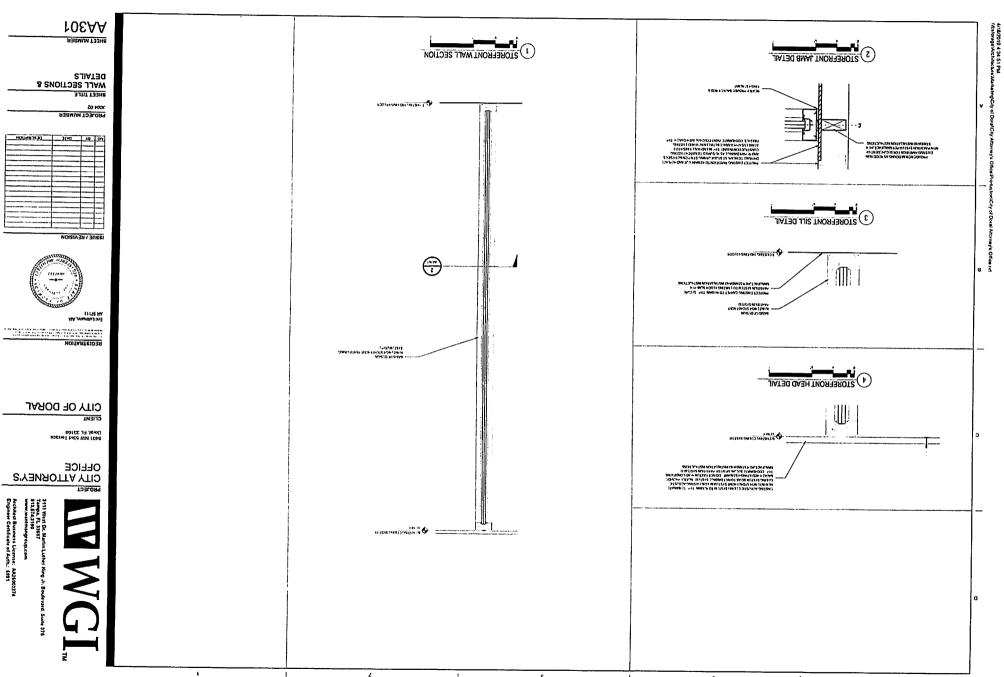




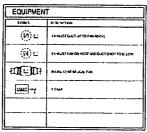
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CITY ATTORNEY'S OFFICE

8401 NW 53rd Terrace

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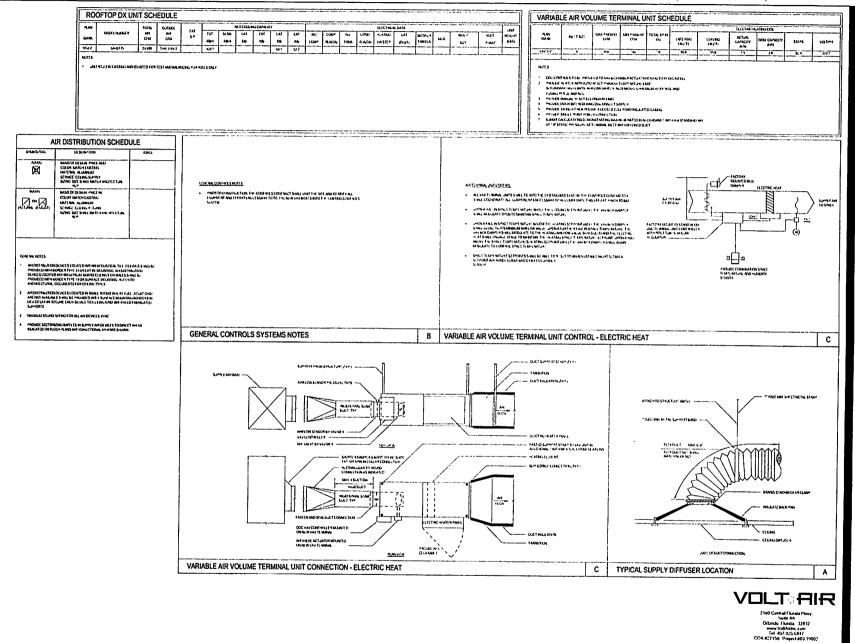
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PROJECT

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3111 West Dr. Martin Luther King Jr. Boulevard, Suite 37 Tampa, FL 33607 813-574,3190

Architect Business License: AA26003274 Engineer Certificate of Auth.: 6091



3111 Viest Dr. Martin Luti Tampa, FL 33607 813.574,3190 www.wantmangroup.com

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Bryan R. Zemina, PE No. 78563

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CITY ATTORNEY'S OFFICE CITY OF DORAL 6401 NW 53rd Terrace Doral FL 33166

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CITY ATTORNEY'S OFFICE

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CITY ATTORNEY'S OFFICE

6401 NW 53-d Jourse Doral, FL 33166 CLENT CITY OF DORAL

SHEET THE FIRE PROTECTION LEGEND

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KEYNOTES ①

CITY ATTORNEY'S OFFICE

8401 NW 53rd Terrace Doral, FL 33166

CLIENT

CITY OF DORAL

REGISTRATION

Bryan R. Zamana, PE. No. 78528

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SHEET TITLE FIRE PROTECTION FLOOR PLANS

SHEET NUMBER FP101

Exhibit "B"

Contractor's Proposal



CITY OF DORAL CAO 3RD FLOOR



October 31, 2019 - REVISED

City of Doral 8401 NW 53 Terrace Doral, FL 33166

Attn: Mr. Luis Sanchez

RE: City of Doral CAO 3rd Floor

Dear Mr./Ms. Client Last Name,

We are pleased to submit this proposal for construction of City of Doral CAO 3rd Floor located at 8401 NW 53 Terrace Doral, FL. This proposal is based on WGI drawings as Scheduled on Exhibit "A", RFI #1 Responses, and in the following qualifications:

INCLUSIONS:

DIVISION 1: GENERAL REQUIREMENTS

- Trash removal and dumpster cost;
- All work being performed during regular working hours (Monday thru Friday 7:00 AM to 4:00PM);
- Proposal is only valid for 45 days from date of issuance.
- Dumpster fees;
- Construction power, water and toilets (sanitary services) are by Owner
- Parking fees are excluded; parking provided by Owner
- Safety as per OSHA standards;
- Progress and final cleaning;
- Insurance coverage as required
- Performance and payment bond is excluded
- Actual Construction duration is to be 6 weeks (42 Calendar Days), however overall project duration from mobilization to substaintial completion shall be 102 Calendar Days per owners request to start asap then demobilize while awaiting VAV and light fixtures. Once long lead time items are obtained remobilization to occur.
- NOTE: Light fixtures have a 6 week lead time, so we need to take that into consideration. That is not included in work schedule, this would fall under procurement.

DIVISION 2: Demolition

All demolition per plans and specification.



DIVISIONS 3: CONCRETE

No work included for this scope

DIVISION 4: MASONRY

No work included for this scope

DIVISION 5: METALS

No work included for this scope

DIVISION 6: CARPENTRY

No work included for this scope

DIVISION 7: THERMAL AND MOISTURE PROTECTION

Fire safing of abandoned floor outlets is included.

DIVISION 8: WINDOWS AND DOORS

No work included for this scope

DIVISION 9: FINISHES

- Temporary barrier made of Visqueen and zip wall in included.
- Misc. adjustment and replacement of Acoustical Ceiling tile is included. Tiles to be used from Owner extra stock; if extra stock is not suffice then TGSV will purchase ceiling tile to match (assuming the same model is still available; if not we will match as close as possible.)
- Installation of carpet tile over abandoned floor outlets is included (tiles to be provide by Owner.
- · Minor paint tough up is included as needed.

DIVISION 10: SPECIALTIES

No work included for this scope

DIVISION 11: EQUIPMENT

No work included for this scope

DIVISION 12: FURNISHINGS

No work included for this scope



CITY OF DORAL CAO 3RD FLOOR



DIVISION 13: SPECIAL CONSTRUCTION

No work included for this scope

DIVISION 14: CONVEYING SYSTEMS

No work included for this scope

DIVISION 15: MECHANICAL

Fire Protection

Add/relocate fire sprinklers per plans is included.

Plumbing

No work included for this scope

HVAC

- Add/relocation of existing duct work, grills and VAV's per plans is included.
- New controls are included per plans are included.
- Test and balance on new grills/area only is included

DIVISION 16: ELECTRICAL

- Add/relocate light fixtures and occupancy sensors per plans
- Add/relocate fire alarm devices per plans and specifications. Recertification of Fire Alarm system is not included. Should recertification of system be required, City of Doral (Owner) shall pay for recertification costs direct. No location of fire alarm panel was provided so we included an allowance 100 feet from new office to panel.

BASE PRICE: \$78,000 (Seventy Eight Thousand and 00/100)

EXCLUSIONS:

DIVISION 1: GENERAL REQUIREMENTS

- All Permit fees:
- Impact fees:
- Engineering fees:
- Permanent utilities connection fees:
- Cost of plan revision or any cost due to plan revisions;
- Builder's risk insurance and deductible cost. To be provided by Owner;
- Testing;
- Parking fees;



CITY OF DORAL CAO 3RD FLOOR



- · Performance and payment bond cost
- · Overnight site security.

DIVISION 2: DEMOLITION

- Asbestos Abatement at existing structures (no asbestos report has been provided in the Bid Documents).
- Removal and disposal of contaminated materials

DIVISION 13: SPECIAL CONSTRUCTION

 All office walls, partitions, glass, doors, etc. for the office space are excluded. To be provided by Owner.

Do not hesitate to contact us if you have any questions.

Sincerely,

Richard Gomez Vice President

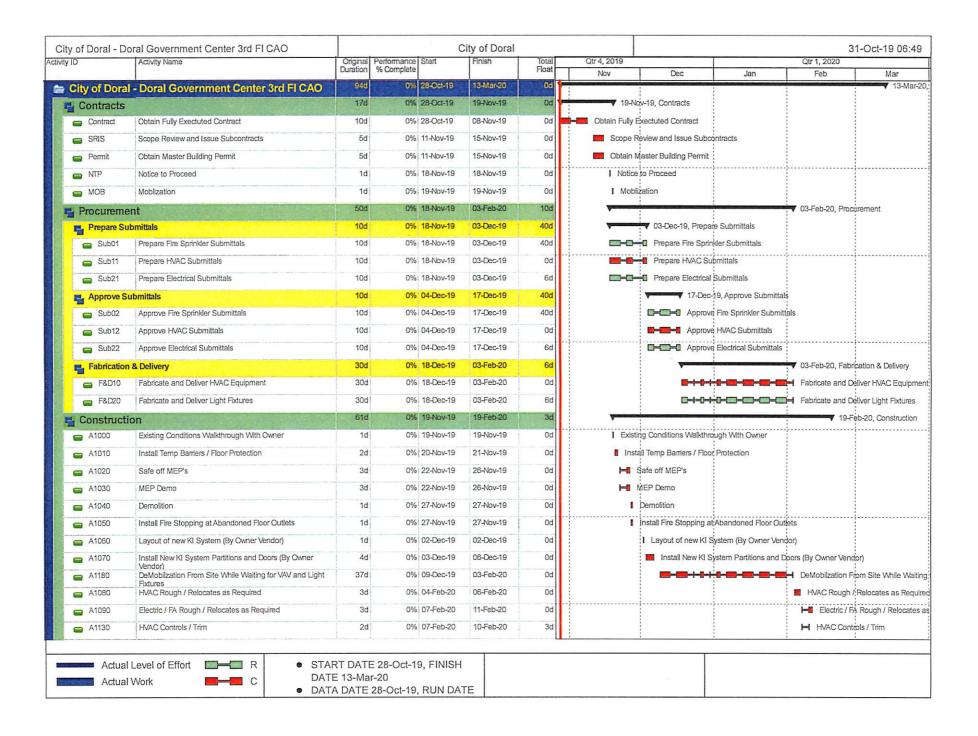




EXHIBIT "A" - Drawing Log:

DRAWING #	DRAWING TITLE	DRAWING DATE
	COVER	4/18/2019
AG001	Note, Abbreviations & Legends	4/18/2019
AG002	Life Safety Plans	4/18/2019
AA101	Demo and New Floor Plans	4/18/2019
AA102	Demo and New Reflected Ceiling Plans	4/18/2019
AA103	Wall Sections & Details	4/18/2019
MM000	Mechanical Legend	4/18/2019
MM101	Mechanical Floor Plan	4/18/2019
MM401	Mechanical Schedules and Details	4/18/2019
EE000	Electrical Legend	4/18/2019
EE101	Electrical Floor Plan	4/18/2019
EE401	Electrical Panel Schedules	4/18/2019
FP000	Fire Protection Legend	4/18/2019
FP101	Fire Protection Floor Plans	4/18/2019





Activity ID Activity ID Activity ID A1100 Fire Sprinkler Rough / Relocates as Required A1120 Fire Sprinkler Trough / Relocates as Required A1120 Fire Sprinkler Trim A1140 Cowned) Fire Sprinkler Trim A1150 Fire Repaice Celling Tile / Carpet Tile as Required (Material By Cowned) Fire Repaice Celling Tile / Carpet Tile as Required (Material By Cowned) Fire Firen Trim Barriers / Floor Protection Fire Sprinkler Firen Inspection Fire Sprinkler Final Inspection Fire Firen Inspection Fire Firen Inspection Fire Firen Inspection Fire Firen Inspection Fire Firen Inspection Fire Firen Inspection Fire Firen Inspection Fire Firen Inspection Fire Firen Inspection Fire Firen Inspection Fire Firen Inspection		Original Performance Start 2d 0% 12-F 2d 0% 17-F 2d 0% 17-F 1d 0% 19-F 1d 0% 19-F	nce Start lete 0% 12-Feb-20	Finish	101-14			The second secon	31-OCE-19 UD:49
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lns50		2d 0	0% 21-Feb-20	24-Feb-20	PO				Fire Final Inspection
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Exhibit "C"

Insurance Requirements





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2019

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

	te does not confer rights to	o the	certif	icate holder in lieu of suc			o may roquii	e an endorseme	III. A Sta	tement	on	
PRODUCER		CONTACT NAME:										
Brown & Brown	•				PHONE						776-4446	
1201 W Cypres	s Creek Rd	FAX (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS:										
Suite 130		INSURER(S) AFFORDING COVERAGE NAIC #						NAIC #				
Fort Lauderdale FL 33309						INSURER A: Amerisure Mutual Insurance Company					23396	
INSURED						INSURER B: The North River Insurance Company						
TGSV Enterprises, Inc.						INSURER C: Amerisure Insurance Company						
	1301 West 68th Street Suite A				INSUR	ERD:						
					INSUR	NSURER E :						
	Hialeah			FL 33014	INSURER F:							
COVERAGES	CEF	RTIFIC	ATE	NUMBER: 19-20 GL, Auto				REVISION NUM	BER:			
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.												
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RESOLUTION No. 19-237

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING A BUDGET **TRANSFER** OF \$100.188.00 **FROM** THE **GENERAL GOVERNMENT** CONTINGENT RESERVE **ACCOUNT** No. 001.50005.500492 **PUBLIC** TO THE **WORKS FUND** CONSTRUCTION **PROGRESS** IN **ACCOUNT** No. 001.80005.500650; AND TO AUTHORIZE THE CITY MANAGER TO **NEGOTIATE AND TO ENTER INTO AN AGREEMENT WITH TGSV** ENTERPRISES INC. IN AN AMOUNT NOT TO EXCEED \$100,188.00 TO COMPLETE THE CITY ATTORNEY'S NEW OFFICE SPACE: AND TO ALLOW THE CITY MANAGER TO NEGOTIATE WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE NEGOTIATED: AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDING; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND TO **EXPEND BUDGETED FUNDS** FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in July 2018, the City Manager's office requested to relocate Public Affairs and Economic Development from the third floor of the Government Center (adjacent to the City Manager's Conference Room) as the space was going to be used for either the Park's Bond Development Team or the new City Attorney office; and

WHEREAS, on February 6, 2019, the City Manager's office provided a directive to the Public Works Department (PWD) to design and to develop a new working space for the City Attorney; and

WHEREAS, on February 7, 2019 the PWD developed and submitted a design concept to the City Attorney for approval; and

WHEREAS, the Wantman Group Inc. (WGI) developed a set of construction drawings for the relocation and/or additions to the existing building systems such as Air Conditioning, Fire, Lighting and Electrical in order to prepare the space and to comply with the Florida Building Code; and

WHEREAS, RFQ 2019-31 "Government Center 3rd Floor CAO Remodeling" was issued on July 03, 2019, for the purpose of providing construction services for the required alterations and remodeling of the 3rd Floor open space to accommodate the new office of the City Attorney; and

WHEREAS, the PWD respectfully requests that the Mayor and the City Council members approve the Resolution a budget transfer of \$100,188. from the General Government "Contingent Reserve" Account No. 001.50005.500492 to the Public Works Fund - "Construction in Progress" Account No. 001.80005.500650; and

WHEREAS, to authorize the City Manager to negotiate and to enter into an agreement with the highest ranked firm in an amount not to exceed \$100,188.00 (AOR Estimate Cost of Construction) to complete the City Attorney's new office space.

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

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

Section 2. Approval. The Mayor and City Council authorize the City Manager to proceed with a budget transfer of \$100,188.00 from the from the General Government "Contingent Reserve" Account No. 001.50005.500492 to the Public Works Fund - "Construction in Progress" Account No. 001.80005.500650; and to authorize the City Manager to negotiate and to enter into an agreement with the TGSV Enterprises Inc. in an amount not to exceed \$100,188.00 (AOR Estimate Cost of Construction) to complete the City Attorney's new office space; and to allow the City Manager to

negotiate with the next highest ranked firm successively if an agreement cannot be negotiated.

<u>Section 3.</u> <u>Authorization.</u> The City Manager is authorized to transfer the funding, to execute the contract, and expend budgeted funds on the behalf of the City.

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

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall take effect immediately upon adoption.

Res. No. 19-237 Page **4** of **4**

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption.

The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

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

Yes Yes Yes

Absent/Excused

No

PASSED AND ADOPTED this 11 day of September, 2019.

ATTEST:

COMMIE DIAZ MINE

CITY CLERK

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

LUIS FIGUEREDO, ESQ.

CITY ATTORNEY