

INSTALLATION SERVICES AGREEMENT

THIS INSTALLATION SERVICES AGREEMENT (the "Agreement") is entered this 31 day of May, 2023, 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 **McCourt Construction Inc.** an active, for-profit Florida corporation whose address and principal place of business is 16155 SW 117th Ave Suite #26, Miami, FL 33177 (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 of Doral (the "City") issued Invitation to Bid (ITB) No. 2023-01 "Doral Legacy Park Tennis and Basketball Court Resurfacing" on February 2, 2023 for procuring tennis and basketball court resurfacing services for Doral Legacy Park; and

WHEREAS, six (6) firms attended a mandatory pre-bid meeting which was held on February 10, 2023 and two (2) responses were received by the March 2, 2023 deadline, with both firms meeting the required criteria; and

WHEREAS, upon review of bids received, staff determined that Contractor was the lowest most responsive and responsible bidder; and

WHEREAS, On April 12, 2023, the Mayor and City Councilmembers approved Resolution # 23-43 awarding ITB #2023-01 to Contractor, and authorizing the City Manager to enter into an agreement with Contractor for the provision of athletic court resurfacing services at Doral Legacy Park; and

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

AGREEMENT

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

1. **The Contract Documents.** The documents set forth below are hereinafter collectively referred to as the "Contract Documents", which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, and by this reference shall become a part of the Agreement as though physically attached as a part thereof:

- (a) Amendments/Change Orders;
- (b) Agreement;

- (c) Invitation to Bid (ITB) No. 2023-01 “Doral Legacy Park Tennis and Basketball Court Resurfacing”, which is incorporated herein as Exhibit “A”;
- (d) Contractor’s response/proposal to the ITB which is incorporated herein as Exhibit “B”;
- (e) The insurance requirements set forth and incorporated herein as Exhibit “D”; and
- (f) All other exhibits to this Agreement.

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

2. **Scope of Services/Deliverables.**

- (a) The Contractor shall provide those services (the “Work”) as specified in 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.

3. **Term/Commencement Date and Liquidated Damages.**

- (a) The Contractor shall not commence Work until the City issues to Contractor a written Notice to Proceed. The Contractor agrees that the Work shall be substantially completed within **thirty (30)** calendar days after the date specified in the Notice to Proceed (“Substantial Completion”), and fully completed and ready for final payment in accordance with the Contract Documents within **thirty-five (35)** calendar days after the date specified in the Notice to Proceed (“Final Completion”). The City Manager may extend the term of this Agreement up to an additional sixty (60) days at his sole discretion based upon the recommendation of the City’s Parks & Recreation Director.
- (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 Agreement and that the City will suffer financial loss if the Work is not completed within the 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.
- (f) Monies due to the City for liquidated damages and/or actual damages shall be deducted from any monies due the Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor shall be liable for said amount.

4. **Compensation and Payment.**

- (a) As compensation for the Work, the City agrees to pay the Contractor a fee in the amount of EIGHTY-ONE THOUSAND FIVE HUNDRED DOLLARS and ZERO CENTS (\$81,500.00), in accordance with Contractor's Proposal attached as **Exhibit "B"** (the "Fee") which is incorporated herein and made a part hereof by this reference.
- (b) The City has included a 10% contingency in this Agreement in the amount of EIGHT THOUSAND ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$8,150.00). Use of contingency funds must be approved by the City Manager or his/her designee in writing prior to being released.

- (c) The Contractor shall invoice the City once the Work 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.
- (d) 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.
- (e) If a dispute should occur regarding a submitted invoice, an item in the Final Punch list, or any portion of the completed Work, the City Manager may withhold payment of the disputed amount or such amount that represents the value of the disputed item in the Final Punch list or portion of the completed Work, and the City Manager may pay to the Contractor the undisputed portion of the Fee. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the disputed invoice. Within five (5) days of notice to the Contractor of the dispute/retained amount, the City and the Contractor shall work in good faith to reach a resolution as to the dispute. If a mutually agreed upon resolution cannot be reached, any compensation disputes shall be decided by the City Manager, whose decision shall be final. Any remaining undisputed and/or settled amount of the Fee shall be paid within fifteen (15) days the City Manager's final disposition.

5. **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.

6. **City's Responsibilities.**

- (a) 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.

7. **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.
- (b) Contractor agrees to have a qualified representative to audit and inspect the Work provided on a regular basis to ensure all Work is being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly.
- (c) Contractor agrees to immediately inform the City via telephone and in writing of any problems that could cause damage to the City's property, improvements and persons.
- (d) Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.
- (e) In the event that the Contractor fails to complete the Work pursuant to the terms of this Agreement and City must undertake the completion of performance of the Work, Contractor agrees to indemnify the City for all costs incurred with respect to the completion of said Work and any damages the City may suffer as a result of the Contractor's failure to perform the Work.
- (f) 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.
- (g) 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.
- (h) 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.

8. **Defective Work**

- (a) The City or its designee shall have the authority to reject or disapprove work which is found to be defective. If defective work is found, Contractor shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. Contractor shall bear all direct and indirect costs of such removal or corrections including cost of testing laboratories and personnel.
- (b) Should Contractor fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of this Agreement within the time indicated in writing by the City Manager or its designee, the City shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by the City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, which is not cured in the cure period, the City may declare Contractor in default.
- (c) If, within one (1) year after the date of completion of Work or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision(s) of this Agreement, any of the work is found to be defective or not in accordance with this Agreement, Contractor, after receipt of written notice from the City or its designee, shall promptly correct such defective or nonconforming work within the time specified by the City without cost to the City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under this Agreement including but not limited to any claim regarding latent defects.
- (d) Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the City to final acceptance.
- (e) Where the City or its designee becomes aware of faults, defects or non-conformity in any of the work provided under this Agreement or with the work being performed by the Contractor, the City or its designee shall issue a Notice to Cure to the Contractor for correction. In no event shall the failure of the City or its designee to bring to the attention of the Contractor of such faults act as a waiver or release the Contractor from responsibility or liability for such fault, defect or non-conforming work.

9. **Warranty**

- (a) It is intended by the Parties that the City obtain the most expansive warranty services

available in the Contract Documents. Unless otherwise provided in Exhibits "A" and "B", the Contractor's Warranty of Work performed shall be as follows:

- i. The Contractor agrees to provide the City, and, thereafter, uphold, the warranty as provided by the manufacturer. All warranties expressed and/or implied, shall be given to the City for all material and equipment covered by this Agreement. All material and equipment furnished shall be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the City, the Contractor shall correct any and all apparent and latent defects that are required under state or federal law.
- ii. The Contractor shall warrant the labor performed for a minimum period of one (1) year from the date the Work is complete. This warranty shall be in addition to whatever rights the City may have under state or federal law. The Contractor's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Agreement within the warranty period such that it complies with the Agreement.

Contractor warrants to the City that all materials and equipment furnished under this Agreement will be new unless otherwise specified and will be of good quality, free from faults and defects and in conformance with the Agreement. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by City or its designee, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within this Agreement.

10. **Termination.**

(a) **Termination for Cause.** If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Work then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor five (5) days to cure such default. If the default remains uncured after five (5) days the City may terminate this Agreement, and the City shall be entitled to payment from the Contractor in an amount equal to the actual cost of a third party to cure such failure.

- i. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

(b) **Termination for Convenience by the City.** The City may, for its convenience and without cause terminate the Work then remaining to be performed at any time by giving Contractor

ten (10) days written notice. 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. 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.

(c) 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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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: Barbara Hernandez
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

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

For the Contractor: Matthew McAlpine
McCourt Construction Inc.
16155 SW 11th Ave, Suite #26
Miami, FL 33177

16. **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.

17. **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.

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

- (a) All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City. The Records shall be properly indexed and labeled.
- (b) The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.
- (c) The City may terminate this Agreement for refusal by the Contractor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

19. **Public Records.**

(a) The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall:

- i. keep and maintain public records required by the City to perform the services provided hereunder;
- ii. upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and
- iv. upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 19, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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 Fee may only be changed by a written Change Order. Any claim for an increase or decrease in the Fee 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.

32. **Subsurface Conditions**

- (a) Information shown on the Drawings and/or indicated in the Contract 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.

33. **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 Contract Documents, the Contractor shall not be entitled to additional compensation for any Delay unless the Delay shall have been caused by acts constituting willful or intentional interference by the City with the Contractor's performance of the Work, and then only where such acts continue after Contractor's written notice to the City of such interference.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

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

ATTEST:

CITY OF DORAL

Connie Diaz 5/31/2023
Connie Diaz, MMC
City Clerk

By: Barbara Hernandez
Barbara Hernandez
City Manager

5/31/2023
Date: _____

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

Valerie Vicente 5/23/2023
Valerie Vicente, Esq. for
Nabors, Giblin & Nickerson, P.A.
City Attorney

CONTRACTOR

By: Matthew M. Alpine - Matthew M. Alpine
Title: V.P.
Date: 5/18/23

Exhibit “A”
ITB and Scope of Work

CITY OF DORAL



Invitation to Bid ITB No. 2023-01

Doral Legacy Park Tennis & Basketball Court Resurfacing

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City of Doral

Invitation to Bid

Doral Legacy Park

Tennis & Basketball Court Resurfacing

ITB No. 2023-01

NOTICE: Pursuant to Article V of the City’s Code of Ordinances, hereby gives notice of its intent to seek sealed submittals for consideration to provide the services detailed in the scope of services listed below by **10:00 am on March 2nd, 2023**. The submittals shall be clearly marked **“ITB No. 2023-01 Doral Legacy Park Tennis & Basketball Court Resurfacing.”**

All submittals shall be publicly opened and recorded on **March 2nd, 2023, at 10:00 A.M.** Late submittals shall **not** be accepted or considered.

Bids must be submitted electronically through DemandStar or Vendor Registry by the date and time stated above. Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Invitation to Bids. Any Bids received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement, via [Vendor Registry](#) and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

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

The City of Doral is seeking proposals from qualified and experienced firms for tennis and basketball court resurfacing services. Proposers shall be responsible for all labor, machinery, tools, means of transportation, supplies, equipment, materials, services, and incidentals necessary to perform resurfacing services.

Through the process described herein, licensed, and certified General Contractors 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.

All inquiries must reference **ITB No. 2023-01 Doral Legacy Park Tennis & Basketball Court Resurfacing** in the subject line and should be directed to the following email at procurement@cityofdoral.com. No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes 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.

Proposals must be submitted electronically through DemandStar or Vendor Registry by the date and time stated above. Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement, via [Vendor Registry](#) and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

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.

SCHEDULE OF EVENTS

| The City's tentative schedule for this Invitation to Bid is as follows: | |
|--|---|
| ITB Advertisement Date: | February 2nd, 2023 |
| Mandatory Pre-Bid Meeting: | February 10th, 2023, at 10:00 A.M. In person meeting at Doral Legacy Park. 11400 NW 82nd St, Doral, FL 33178 |
| Cut-off Date for Questions: | February 17th, 2023, at 5:00 P.M. |
| Deadline for Submittals and Opening of Bids: | March 2nd, 2023 at 10:00 A.M. Please join my meeting from your computer, tablet or smartphone. https://meet.goto.com/228834709 You can also dial in using your phone. Access Code: 228-834-709 United States: +1 (571) 317-3122 |
| Anticipated Notification of Award Recommendation | April 1st, 2023, at 10:00 A.M. EST. |
| Anticipated Award (by the City Council): | April 8th, 2023, at 10:00 A.M. EST. |

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

SECTION 1 GENERAL TERMS AND 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 RFP, 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

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

Successful Proposer/ Contractor/Submitter

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 RFP and a Notice of Commencement will be issued.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFP. 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 clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP 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 publicly noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage, if necessary, a new RFP 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 RFP. 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 RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. 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 RFP opening, whichever is earlier, any material submitted in response to this RFP 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 PROPOSAL

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 PROPOSALS

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 RFP 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 proposal 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 RFP.

(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) Bid Acknowledgment

By submitting a proposal, the Proposer/Proposer 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 proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) Alternate Proposals/ Statement/ Proposals

Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

(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 RFP 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 RFP 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 proposals 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 RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFP between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP 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-proposal 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 proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or proposal, 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 respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals 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 RFP;
- (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, proposer, 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 proposer or Respondent shall render the RFP award or proposal award to said proposer 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 evaluations 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 proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The 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 Proposer/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 Proposer, in substantially the form attached hereto as Exhibit "A", 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.

1.25 HIRING PREFERENCE FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

1.27 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS.

Ordinance No. 2008-04, Sec. 2-338 - Formal

1.27.1 Right to protest on formal solicitations. The following procedures shall be used for resolution of protested formal solicitations and awards:

- A. Protest of solicitations. Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the City Clerk within five business days prior to the date set for opening of bids or receipt of proposals.
- B. Protest of award. Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such

aggrieved person knows or should have known of the facts giving rise thereto.

1.27.2 Authority to resolve protests. The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city council. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city council for approval or disapproval thereof.

1.27.3 Stay of procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (b) of this section, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.

1.27.4 Filing fee. Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

1.27.5 Entitlement to costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs other than attorney's fees.

1.27.6 Compliance with filing requirements. Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

1.28 BUSINESS ENTITY CODE OF BUSINESS ETHICS AND CONDUCT

Ordinance No. 2021-34, Secs. 2-384 - Business Entity Code of Business Ethics and Conduct

The City will not contract or transact business with a person, corporation, partnership, firm or other business entity in the event of a conflict of interest -under state or local law if: (1) neither an exemption nor opportunity to waive the conflict of interest exists; or (2) an opportunity to waive the conflict exists, but the City does not waive it. If a conflict of interest is waivable, the City Council shall have the sole Authority for waiving it.

Business Entities

Vendors shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes, Sec. 2-11.1. - Conflict of Interest Ordinance, Code of Miami Dade County.

Applicability and Reporting Requirements.

All persons, corporations, partnerships, firms or other business entities transacting business with the City shall be familiar and comply with local and state conflict of interest laws, nepotism, ordinances, policies or directives (hereinafter "conflict of interest law").

Compulsory disclosure by firms doing business with the city or in the city.

In order to ensure that the city and all business entities conduct business with the city do so according to the highest standards of ethics, the city has established reasonable procedures designed to prevent and detect conflicts of interest. The city is committed to avoiding conflicts of interest and maintaining interactions with business entities seeking city council approval in a fully transparent manner. Accordingly, requiring the full disclosure of principals, companies and subcontractors minimizes the potential for conflicts of interest. Any business entity which has business commitments to or from the City through solicitations, contracts, and orders for services or is working on a project in the City that may go before the City Council for approval shall comply with the disclosure requirements of this section.

- a) The Contracting officer shall report annually by October 31, for services performed under this contract during the preceding fiscal year (October 1-September 30).
 1. Subcontract number (including subcontractor name and unique entity identifier); and
 2. The number of subcontractors direct-labor hours expended on the services performed during the previous city fiscal year.
 3. The total dollar amount invoiced for services performed during the previous city fiscal year under the contract.
- b) The Contracting office shall also require that all vendors and subcontractors complete and return the conflict-of-interest disclosure form.
- c) For projects placed on the City Council agenda for approval, the Contracting officer shall file a report with the City Clerk no later than seven days before the item is scheduled to be heard by the city council. The report shall contain shall report the following information:
 1. The names of all subcontractors providing services.
 2. The value of each subcontract.
 3. The number of subcontractors direct-labor hours expended/or anticipated on the services.
 4. A list of names of subcontractors proposed to perform principal portions of the work.

Whenever any person is in doubt as to the applicability of conflict-of-interest law to himself or herself or his or her company, that person may submit to the Office of the City Attorney a full written statement of the facts and questions he or she has. The Office of the City Attorney shall render an opinion to that person.

1.29 DEBARMENT AND SUSPENSIONS**City of Doral**

As stewards of taxpayer's resources and to protect the City's interests, the City is required to award contracts to responsible vendors that are determined to be reliable, dependable, and capable of performing the required work. One way to achieve this vital goal is through suspensions and debarments, which are actions taken to exclude organizations or individuals from receiving contracts based on various types of misconduct. Below is an overview of the ordinance that establishes procedures consistent with the city's procurement's policies for suspending or debarment entities that violate the city's procurement rules.

Ordinance No. 2-340 – Debarment and Suspensions

- a. **Authority and requirement to debar and suspend.** After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the city manager, after consultation with the chief procurement officer and the city attorney, shall have the authority to suspend or debar a contractual party, for the causes listed below, from consideration for award of city contracts. The suspension shall be for a period of not fewer than two (2) years. The city manager shall also have the authority to suspend a contractual party from consideration for award of city contracts if there is probable cause for debarment, pending the debarment determination. The city manager may consider past acts of the contractual party that occurred prior to the effective date of this ordinance. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the chief procurement officer after approval by the city manager, the city attorney, and the city council.
 - (1) Violation of contract provisions, which is regarded by the chief procurement officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
 - (2) Debarment or suspension of the contractual party by any federal, state or other governmental entity.
 - (3) False certifications including but not limited to certifications under paragraphs (d) and (e) below.
 - (4) Found in violation of a city ordinance or regulation and for which the violation remains noncompliant.
 - (5) Found in violation of a city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
 - (6) A contractual party who has defaulted under the terms of a contract with the city or any of its boards, agencies, trusts, authorities, or committees and has failed to cure such default.
 - (7) Vendor and the city are engaged in an adversarial proceeding (court proceeding, arbitration or administrative proceeding) arising from or relating to the vendor's performance of a contract with the city.
 - (8) Any other cause judged by the city manager to be so serious and compelling as to affect the responsibility or integrity of the contractual party performing city contracts.
- b. **Suspension.** Causes for suspension include the following:
 - (1) Violation of contract provisions, which is regarded by the chief procurement officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
 - (2) Debarment or suspension of the contractual party by any federal, state or other governmental entity.
 - (3) False certifications including but not limited to certifications under paragraphs (d) and (e) below.
 - (4) Found in violation of a city ordinance or regulation and for which the violation remains noncompliant.
 - (5) Found in violation of a city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
 - (6) A contractual party who has defaulted under the terms of a contract with the city or any of its boards, agencies, trusts, authorities, or committees and has failed to cure such default.
 - (7) Vendor and the city are engaged in an adversarial proceeding (court proceeding, arbitration or administrative proceeding) arising from or relating to the vendor's performance of a contract with the city.
 - (8) Any other cause judged by the city manager to be so serious and compelling as to affect the responsibility or integrity of the contractual party performing city contracts.
- c. **Debarment.** Causes for permanent debarment include the following:

- (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
 - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.
 - (4) Default or failure to fully comply with the conditions, specifications, drawings or terms of a bid, proposal, or contract with the city twice in any three-year period.
- d. **Certification.** All contracts for goods and services, sales, and leases by the city shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(2).
- e. **Non-Collusion Affidavit.** All bids for goods and services shall contain a certification that neither the undersigned bidder or agent nor any of its principal owners or personnel entered into any combination, collusion or agreement with any person submitting a bid.
- f. **Debarment and suspension decisions.** Subject to the provisions of paragraph (a), the city manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the contractual party, along with a notice of said party's right to appeal the decision.

Ordinance No. 2-341. – Appeal of Decision

The suspension or debarment shall be final and conclusive, unless the suspended or debarred party appeals the decision of the city manager to the city council, in the manner provided for appeals of administrative decisions of this Code of Ordinances. An appeal must be filed within twenty-one (21) days of the rendition of the order.

ACKNOWLEDGED:

(Signature and Date)

This document must be completed and returned with your Submittal

END OF SECTION 1

SECTION 2 **SPECIAL CONDITIONS**

2.1 PURPOSE

The City of Doral is seeking proposals from qualified and experienced firms for tennis and basketball court resurfacing services.

Proposers shall be responsible for all labor, machinery, tools, means of transportation, supplies, equipment, materials, services, and incidentals necessary to perform resurfacing services.

It is the City's intent to select one (1) Contractor to perform contracted services for the Parks & Recreation Department under the scope of this solicitation. The City reserves the right to remove any portion of this project should it deem it to be in the best interest of the City.

2.2 MINIMUM QUALIFICATIONS / EXPERIENCE OF BIDDERS

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

2.2.1 The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein for a minimum of five (5) years. The firm shall have a record of performance and operation within Florida for a five-year (5) period of time immediately preceding this Invitation to Bid.

The firm shall have sufficient financial support, equipment, and organization to ensure 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 firm shall provide a history of any Criminal or Civil Litigation for a five-year (5) period of time immediately preceding this Invitation to Bid. 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.

2.2.2 Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.

2.2.3 Proposer is required to possess at the time of bid submittal at least one of the following licenses to perform the scope of work.

- State of Florida or Miami-Dade County General Contractor License
- State of Florida or Miami-Dade County Building Contractor License
- Miami-Dade County specialty license for Tennis Court (Surface Paving).

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

2.3 LICENSING

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State,

Division of Corporations, to transact business in the State of Florida. 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. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of Bid submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their Bid submittal.

2.4 MANDATORY IN PERSON PRE-BID MEETING

A Mandatory Pre-Bid meeting will be held on **Friday, February 10th, 2023, at 10:00 a.m.** During this meeting all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid meeting by issuance of a written addendum to the ITB. Attendance to the Pre-Bid meeting 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 Bid, 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 throughout the duration of the project beginning on the contract's initial effective date.

2.6 PRICING AND FEES

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 BID FORMAT AND SIGNATURES

To receive consideration, the Bid must be submitted on the Bid 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. Bids 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. Bids 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.

Bids 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 Bidder's qualifications.

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

Upon approval of the City Council, a contract shall be awarded to one (1) or more Bidders selected as the lowest most responsible, responsive Bidder meeting all specifications per group. 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 Bidders that are currently in litigation or involved in a dispute with the City of Doral as a result of any claim or grievance with the City of Doral.

2.9 AWARD OF CONTRACT

The City anticipates entering into a contract with the Provider who submits the Proposal evaluated by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The firms/individuals understand that this ITB does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit proposals.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances, or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

2.10 DUE DATE

All Bids are due no later than **Thursday, March 2ndth, 2023, at 10:00 AM EST** or any time prior thereto electronically via Vendor Registry or DemandStar. All Bids received will be publicly opened on the date and the time specified. All Bids received after that time shall be returned unopened.

Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Invitation to Bids. Any Bids received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding. Tabs must be clearly identified with the submittals. Submittals must be upload as one file inclusive of all required forms and certifications.

Thursday, March 2nd, 2023, 10:00 AM - 11:00 AM (EDT)

Please join my meeting from your computer, tablet, or smartphone.

<https://meet.goto.com/889589125>

You can also dial in using your phone.

United States: [+1 \(872\)240-3212](tel:+18722403212) **Access Code:** 889-589-125

Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Bids shall be decided in the favor of the City of Doral. Bidder shall assume full responsibility for timely upload of submittal. The City will not be responsible for any technical difficulties. The City of Doral cannot be responsible for Bids received after opening time and encourages early submittal. Bids 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.

2.11 INSURANCE REQUIREMENTS

Successful Bidder shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to Exhibit A.

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 with 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.

2.12 EXCEPTIONS TO SPECIFICATIONS

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

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: **ITB No. 2023-01 Doral Legacy Park Tennis & Basketball Court Resurfacing**. 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.

Bidders requiring clarification or interpretation of the ITB must submit them via email on or **before 5:00 PM on Friday, February 17th, 2023**. 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 Bidders. 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 Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Bid submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Invitation to Bid, the Party certifies the Bidder has not divulged, discussed, or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Bidder certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

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

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications 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 Respondent for the purpose of doing business.

2.14.2 Americans with Disabilities

As part of any Statement of Qualifications, 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.

2.14.3 Compliance with Equal Employment Opportunity

The Respondent 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 Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.14.4 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 Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications 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 Thirty-Six (36) months from the date of being place on the convicted vendors list.

2.14.5 Tie Bids Form

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

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 VERIFICATION OF INFORMATION

The City may verify the information submitted by the submitter and may obtain and evaluate additional information, as it deems necessary to ascertain the submitter's ability to perform under this solicitation. The City shall be sole judge of a submitter's ability to perform, and its decision shall be final.

2.16 GOODS/ SERVICES MAY BE ADDED OR DELETED

While the City has listed items within this solicitation which are utilized by City departments in conjunction with their operations, there may be similar items that must be purchased during the term of this contract. Under these circumstances, a representative of the Procurement Management Division will contact the awarded bidder(s) to obtain a price quote. Award of these items will be made as described in Section 2.0, Paragraphs 2.8 and 2.9. In cases where a product category has been awarded and additional like items are required by the City, the bidder awarded the group shall be solicited for the new requirement. The City retains the right to reject any quote received and purchase the item through other means.

2.17 ACCEPTANCE OF BIDS / MINOR IRREGULARITIES

2.17.1 The City reserves the right to accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variances to specifications contained in Bids which do not make the Bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an Invitation to Bid.

2.17.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.18 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City.

2.19 METHOD OF ORDERING

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

2.20 PAYMENT TERMS/ INVOICES

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with [Florida Statutes F.S. § 218.73](#) - Florida Prompt Payment Act.

Invoice must reflect sufficient details to demonstrate compliance with the terms and conditions of the contract. After services have been performed, the user department will evaluate services provided in accordance with the specifications. Failure in the awarded Bidder's responsibility as outlined may result in either one or any of the following as determined by the City:

- Payment withholding of partial or entire amount.
- Compensation as deemed acceptable by the City due to non-performance.

2.21 RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your Bid. The City will not accept any additional costs.

2.22 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS

Although this solicitation is specific to a City Department, it is hereby agreed and understood that any City department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the City identifying the requirements of the additional City department(s).

2.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

This section is optional and will not affect contract award. If the City of Doral awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

END OF SECTION 2

SECTION 3
SCOPE OF SERVICES

3.1 PURPOSE

The purpose of this solicitation is to secure the services of an experienced and qualified firm to resurface the City's tennis and basketball courts at Doral Legacy Park. All pricing shall be submitted as part of this package as outlined in "Exhibit B".

3.2 SCOPE OF WORK

3.2.1 This work includes two (2) basketball courts approximately 56 feet by 90 feet each, one (1) court of 50 feet by 80 feet, and five (5) tennis courts covering an approximate area of 120 feet

by 300 feet located at Doral Legacy Park – 11400 NW 82 Street, Doral, Florida. Contractor is responsible for verifying all measurements and quantities. Work will be allowed between the hours of 7am to 4pm Monday thru Friday. The City is amenable to discussing performing work on the weekends or evenings to expedite the project.

A. Prior to resurfacing:

- a. Roll up chain link fence areas needed to ensure an even distribution of court resurfacing.
- b. Pressure clean all courts removing any debris such as chewing gum from the courts.
- c. Saw cut and remove damaged asphalt, cut, and remove visible roots, add additional rock base (as needed) and pave with Type S- III hot mix asphalt. Fiberglass new-to-old asphalt seams.
- d. Patch all surfaces that include:
 - i. Visible asphalt seams.
 - ii. Flood courts with water and after surrounding areas have dried. Patch all areas that hold water over the thickness of 1/8" with court patch mix.
 - iii. Patch all cracks and gouges.
 - iv. For basketball courts:
 1. Two-tone surface: Green court, blue keys, and center circles. Exact color codes will be approved by the City prior to issuing a Notice to Proceed.
 2. Playing lines to match existing dimensions.
 - v. For tennis courts:
 1. Two-tone surface, inbound and apron, with full individual color through each color coat. Exact color codes will be approved by the City prior to issuing a Notice to Proceed.
 2. Paint two (2) inch white playing lines to meet U.S.T.A. specifications.
 3. Paint two (2) pickle ball courts on each of courts 4 and 5 as currently shown on site. Pickleball court dimensions must meet USA Pickleball official standards. Exact color codes will be approved by the City prior to issuing a Notice to Proceed.
 4. Repaint all tennis netting posts (black).

D. Resurfacing:

- a. Apply fiberglass membrane over entire court surfaces to also include one (1) coat of acrylic resurfacer.
- b. Two (2) coat(s) acrylic resurfacer.
- c. Two (2) coat(s) of acrylic paint such as Plexipave, Laykold, or approved equivalent, as recommended by the manufacturer.
- d. One (1) coat of line primer.
- e. One (1) coat for lines with regulation markings in white textured paint.
- f. Two-tone surface: Green court, blue keys, and center circles. Exact color codes will be approved by the City prior to issuing a Notice to Proceed.

3.2.2 Contractor must supply owner with sample of proposed product for prior approval.

3.2.3 Contractor must use materials that meet the guidelines and specifications for the "United States Tennis Association" U.S.T.A on tennis courts.

3.2.4 Contractor's responsibility:

- a) Verify all quantities and measurements required to complete this scope.
- b) Furnish owner with an estimated start date.
- c) Start and complete project in a timely manner as specified in the contract documents.
- d) Furnish all labor, materials, and equipment to fully execute job.
- e) Perform work in accordance with industry standards.
- f) Furnish and maintain temporary flagging and barricades as required to protect employees and public at all times.
- g) Daily clean-up of trash and debris.

3.3 **CONTRACT CHANGES**

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

3.4 **PURCHASE ORDER CANCELLATION**

Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the City's performance standards.

The City of Doral reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to Awarded proposer, and Awarded proposer reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred and twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded proposer, reparations must be paid to the City in the amount of 50% of the contract amount.

3.5 **SUB-CONTRACTING**

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

3.6 **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made a part of this ITB that the submission of any proposal response to this request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the proposer.

At the option of the awarded proposer/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the awarded proposer/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this ITB and subsequent contract award.

3.7 WORK DURING INCLEMENT WEATHER

No Work shall be done under these specifications except by permission of the City when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the Contractor upon the direction of the City, shall suspend all Work until instructed to resume operations by the City.

3.8 COMMENCEMENT CONFERENCE

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

3.9 F.O.B. POINT

Services provided under this contract shall be F.O.B. destination. All costs for transporting equipment, material and/or labor shall be borne by the awarded Bidder.

3.10 CONTRACT CANCELLATION

The City of Doral reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to Awarded Bidder, and Awarded Bidder reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred and twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded Bidder, reparations must be paid to the City in the amount of 50% of the contract amount.

3.11 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA) STANDARDS

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

The Contractor shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the

contractor shall provide the City with a copy of their written safety program pertaining to the subject of the bid/contract, if such a program is required by law.

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

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

3.12 REFERENCES

As part of the ITB evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of an ITB constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.13 AMERICAN DISABILITIES ACT

3.13.1 Provider shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this agreement and shall affirmatively comply with all applicable provisions of the American Disabilities Act ("ADA") in the course of providing any services funded in whole or in part by the City, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

3.13.2 Provider's decisions regarding the delivery of services under this agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

3.14 MISCELLANEOUS

3.14.1 No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

3.14.2 This agreement is non-transferable or assignable, and Provider agrees not to transfer or assign the performance of services called for in the Agreement.

3.14.3 This agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

3.15 F.O.B. POINT

Services provided under this contract shall be F.O.B. destination. All costs for transporting equipment, material and/or labor shall be borne by the awarded proposer.

SECTION 4

**BIDDER SUBMITTAL FORM
ITB No. 2023-01**

THIS BID IS SUBMITTED TO:

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the

Exhibit “B”
Mc Court Construction Inc.
Proposal

- (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
 - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.
 - (4) Default or failure to fully comply with the conditions, specifications, drawings or terms of a bid, proposal, or contract with the city twice in any three-year period.
- d. **Certification.** All contracts for goods and services, sales, and leases by the city shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(2).
- e. **Non-Collusion Affidavit.** All bids for goods and services shall contain a certification that neither the undersigned bidder or agent nor any of its principal owners or personnel entered into any combination, collusion or agreement with any person submitting a bid.
- f. **Debarment and suspension decisions.** Subject to the provisions of paragraph (a), the city manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the contractual party, along with a notice of said party's right to appeal the decision.

Ordinance No. 2-341. – Appeal of Decision

The suspension or debarment shall be final and conclusive, unless the suspended or debarred party appeals the decision of the city manager to the city council, in the manner provided for appeals of administrative decisions of this Code of Ordinances. An appeal must be filed within twenty-one (21) days of the rendition of the order.

ACKNOWLEDGED:



(Signature and Date)

This document must be completed and returned with your Submittal

END OF SECTION 1

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. Bidder 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 Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable).

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

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

Addendum No. _____ Dated: _____

(b) Bidder 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) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

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

(e) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

(f) Bidder has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Bidder.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

- 4. Bidder understands that the quantities provided are only provided for Bid evaluation only. The actual quantities may be higher or lower than those in the Bid form.
- 5. Bidder 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 Bidder shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
- 6. Bidder agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Bid shall be addressed to:

Bidder: McCourt Construction Inc.

Address: 16155 SW 117 Ave. #26
Miami, FL 33177

Telephone 305-255-0252

Facsimile Number 305-378-2395

Attention: Matthew McAlpine

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

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 February 28, 2023.

Person Authorized to sign Bid:  (Signature)

Matthew McAlpine (Print Name)

VP (Title)

Company Name: McCourt Construction Inc.

Company Address: 16155 SW 117 Ave. #26

Miami, FL 33177

Phone: 305-255-0252

Fax: 305-378-2395

Email: mccourttennis@aol.com

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 IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- o Bidder Submittal Form (Section 4)
- o Conflict of Interest Disclosure Form
- o ITB Reference Survey

4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

| Conflict of Interest Disclosure* | |
|--|--|
| Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: | <input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe below): <input checked="" type="checkbox"/> No Conflict of Interest |
| _____ | _____ |
| _____ | _____ |

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

| | | |
|---|---------|--|
| I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below: | | |
| McCourt Construction Inc. | | 305-255-0252 |
| Vendor Name | | Vendor Phone Number |
|  | 2/28/23 | Matthew Mc Alpine |
| Signature of Vendor Authorized Representative | Date | Printed Name of Vendor Authorized Representative |



CITY OF DORAL PROCUREMENT

ITB Reference Survey

ITB No. 2023-01

Doral Legacy Park Tennis & Basketball Court Resurfacing

| | | |
|--|--|--------------------------------------|
| From: | Matthew Mc Alpine | To: Procurement Specialist |
| Company: | McCourt Construction Inc. | Due Date: March 2 nd 2023 |
| Phone No.: | 305-255-0252 | Total #. Of Pages: 1 |
| Fax No.: | 305-378-2395 | Ph. #: 305-593-6725 |
| Email: | mccourttennis@aol.com | Email: Procurement@cityofdoral.com |
| Subject: | Reference for work completed regarding tennis and basketball court resurfacing | |
| Additional Details: | | |
| You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project: | | |

| | |
|--|-------------------------------|
| <i>The City of Doral is seeking proposals from qualified and experienced firms for tennis and basketball court resurfacing services.</i> | |
| Name of company you are providing a reference for: | |
| | Indicate: "YES" or NO" |
| 1. Was the scope of work performed similar in nature? | |
| 2. Did this company have the proper resources and personnel by which to get the job done? | |
| 3. Were any problems encountered with the company's work performance? | |
| 4. Were any change orders or contract amendments issued, other than owner initiated? | |
| 5. Was the job completed on time based on the original established timeline? | |
| 6. Was the job completed within budget based on the original established budget? | |
| 7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. Rate from 1 to 10 (10 being the highest) | |
| 8. If the opportunity were to present itself, would you rehire this company? | |
| 9. Please provide any additional comments pertinent to this company and the work performed for you: | |
| Please Complete and Return to the Attention of: Tanya Donigan – Procurement@cityofdoral.com Subject: Reference for ITB No. 2023-01 Doral Legacy Park Tennis & Basketball Court Resurfacing | |

STATEMENT OF NO RESPONSE
ITB No. 2023-01

If you are not proposing on this service/commodity, please complete and return this form to City of Doral Procurement at procurement@cityofdoral.com. 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: _____

BIDDER INFORMATION WORKSHEET
ITB No. 2023-01

COMPANY/AGENCY/FIRM NAME: McCourt Construction Inc.

ADDRESS: 16155 SW 117 Ave., #26 Miami, FL 33177

BUSINESS EMAIL ADDRESS: mccourttennis@aol.com PHONE No.: 305-255-0252

CONTACT PERSON & TITLE: Matthew Mc Alpine, VP

CONTACT EMAIL ADDRESS: mccourttennis@aol.com PHONE No.: 305-255-0252

BUSINESS HOURS: 8-4pm

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

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER S-CORPORATION

DATE BUSINESS WAS ORGANIZED/INCORPORATED: 1980

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above):

16155 SW 117 Ave. #26

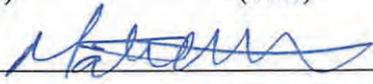
Miami, FL 33177

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

| | | |
|-------------------------|-----------|------------------------|
| <u>Matthew McAlpine</u> | <u>VP</u> | <u>305-255-0252</u> |
| (First, Last Name) | (Title) | (Contact Phone Number) |

| | | |
|--------------------|---------|------------------------|
| _____ | _____ | _____ |
| (First, Last Name) | (Title) | (Contact Phone Number) |

| | | |
|--------------------|---------|------------------------|
| _____ | _____ | _____ |
| (First, Last Name) | (Title) | (Contact Phone Number) |

SIGNATURE:  DATE: 2/28/23

PRINT NAME: Matthew McAlpine

BIDDER QUALIFICATION STATEMENT

ITB No. 2023-01

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 as specified in Section 2.

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 Riviera Prep
Owner Name Peter Cohen
Contact Person Peter Cohen
Contact Telephone No. 786-300-0300
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____
Project Description Built 9 new tennis courts
with lights.

2. Project Name/Location Gulliver
Owner Name NV2A Group
Contact Person Hacen Pabon
Contact Telephone No. 786-233-5060
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____
Project Description 6 new Tennis courts

3. Project Name/Location Miami Dade County Parks

Owner Name _____

Contact Person Dean Gaffney

Contact Telephone No. 786-586-8352

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description Resurface every court at

Dade County Parks

4. Project Name/Location

Miami Dade College (Kendall Campus)

Owner Name Stonehenge Construction

Contact Person Alex Duarte

Contact Telephone No. 305-348-3264

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description Rebuild and resurface 12

Tennis Courts

5. Project Name/Location

Mickey Gregg

Owner Name Mickey Gregg

Contact Person Mickey Gregg

Contact Telephone No. 305-253-7750

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description New construction of
Tennis court

END OF SECTION

E-VERIFY PROGRAM

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.

2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-verify.gov/>.
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222- 54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

48 CFR 52.222-54

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

McCourt Construction Inc.
Company Name

Matthew McAlpine
Respondent Name (Printed)


Respondent Signature

2/28/23
Date Signed

BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)
ITB No. 2023-01

I, Matthew McAlpine, 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:

59-2010019
FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

McCourt Construction Inc.

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

16155 SW 117 Ave. #26 Miami FL 33177
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>Matthew McAlpine</u> | <u>16155 SW 117 Ave. #26 Miami, FL 33177</u> | <u>80</u> % |
| <u>Daniel McAlpine</u> | <u>16155 SW 117 Ave. #26 Miami, FL 33177</u> | <u>20</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:


Signature of Affiant

2/28/23
Date

Matthew McAlpine
Printed Name of Affiant

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of February, 2023 (year), by Matthew McAlpine

who is personally known to me or who has produced a Florida driver's license as identification.

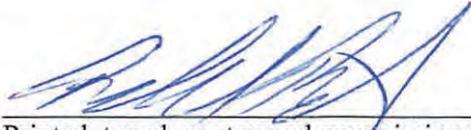
Personally known _____

OR

Produced identification _____

Notary Public-State of _____

_____ My commission expires: _____
Type of Identification



Printed, typed, or stamped commissioned name of Notary Public



Richard Roth
Comm. # GG367375
Expires: August 19, 2023
Bonded Thru Aaron Notary

Personally known _____

OR

Produced Identification _____

Type of Identification _____

Notary Public-State of Florida

My commission number: _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: _____



Richard Roth
Comm. # GG367375
Expires: August 19, 2023
Bonded Thru Aaron Notary

NO CONTINGENCY AFFIDAVIT
ITB No. 2023-01

State of Florida)
) SS
County of Miami Dade)

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

- (1) He/She/They is/are VP Owner, Partner, Officer, Representative or Agent) of McCourt Construction 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 City of Doral 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: *Matthew McAlpine*
Print Name: Matthew McAlpine

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this 28 day of February, 2023 (year), by Matthew McAlpine who is personally known to me or who has produced a Florida driver's license as identification.

Personally known
OR
Produced Identification _____

Notary Public- State of FLA

My commission expires: _____

Richard Roth
Printed, typed, or stamped commissioned name of Notary Public



Richard Roth
Comm. #GG367375
Expires: August 19, 2023
Bonded Thru Aaron Notary

Richard Roth

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT
ITB No. 2023-01**

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: Matthew Mc Alpine, VP
(print individual's name and title)

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

whose business address is: 16155 SW 117 Ave. #26, Miami, FL 33177

and (if applicable) its Federal Employer Number (FEIN) is: 592010019
(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.

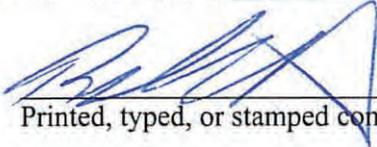

SIGNATURE

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this 28 day of February, 2023 (year), by Matthew Mc Alpine who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____
OR
Produced Identification _____

Notary Public- State of FL

My commission expires: _____



Printed, typed, or stamped commissioned name of Notary Public

 **Richard Roth**
Comm. #GG367375
Expires: August 19, 2023
Bonded Thru Aaron Notary

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

ITB No. 2023-01

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 Matthew Mc Alpine
for McCourt Construction Inc.
whose business address is 16155 SW 117 Ave., #26 Miami, FL 33177
and (if applicable) its Federal Employer Identification number (FEIN) is 59-2010019 (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: Matthew McAlpine

(Printed Name) Matthew McAlpine

(Title) VP

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this 28 day of February, 2023 (year), by Matthew McAlpine who is personally known to me or who has produced a Florida driver's license as identification.

Personally known

OR
Produced Identification _____

Notary Public- State of FL

My commission expires: _____

Richard Roth
Printed, typed, or stamped commissioned name of Notary Public



Richard Roth
Comm. #GG367375
Expires: August 19, 2023
Bonded Thru Aaron Notary

DRUG-FREE WORKPLACE PROGRAM ITB No. 2023-01

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

McCourt Construction Inc.

(Name of Firm)

does:

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.

Matthew McAlpine, VP

Name and Title

2/28/2023

Date



Signature

McCourt Construction Inc.

Firm

16155 SW 117 Ave., #26 Miami, FL 33177

Street address

City, State, Zip code

COPELAND ACT ANTI-KICKBACK AFFIDAVIT
ITB No. 2023-01

STATE OF Florida }

}SS:

COUNTY OF Miami Dade }

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 McCourt Construction Inc. 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: Matthew Mc Alpine

Title: VP

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this 28 day of February, 2023 (year), by Matthew Mc Alpine who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced Identification _____

Type of Identification _____

Notary Public-State of _____

My commission number: _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: _____



Richard Roth
Comm. #GG367375
Expires: August 19, 2023
Bonded Thru Aaron Notary

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

ITB No. 2023-01

I, Matthew McAlpine, VP
(Individual's Name) (Title)

of the McCourt Construction 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 2.14.3 of this document.

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


Individual's Signature

2/28/23
Date

CONE OF SILENCE CERTIFICATION
ITB No. 2023-01

I, Matthew McAlpine, VP
(Individual's Name) (Title)

of the McCourt Construction 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

2/28/23
Date

TIE BIDS CERTIFICATION
ITB No. 2023-01

I, Matthew McAlpine, VP
(Individual's Name) (Title)

of the McCourt Construction Inc., do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.14.5 of this document.

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



Individual's Signature

2/28/23

Date

RESPONDENT'S CERTIFICATION
ITB No. 2023-01

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 Bid will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Bids.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid 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 Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid 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 Bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a 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.

McCourt Construction Inc.
Name of Business

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this 28 day of February, 2023 (year), by Matthew McAlpine who is personally known to me or who has produced a Florida driver's license as identification.

Personally known
OR

Produced Identification _____

Type of Identification _____

Notary Public-State of _____

My commission number: _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: [Handwritten Signature]



Richard Roth
Comm. #GG367375
Expires: August 19, 2023
Bonded Thru Aaron Notary

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF Florida)
) SS:
COUNTY OF Miami Dade

I HEREBY CERTIFY that a meeting of the Board of Directors of the
McCourt Construction Inc.

a Corporation existing under the laws of the State of Florida, held on Feb. 28, 20 23, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, _____, 20____, 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 28, day of February, 2023.

Secretary: 

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Matthew McAlpine, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that Matthew McAlpine, who signed the Bond on behalf of the Principal, was then VP / Secretary 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)

McCourt Construction Inc.
(Name of Corporation)

END OF SECTION

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the City of Doral,

We McCourt Construction Inc., hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Doral Legacy Park Tennis & Basketball Court Resurfacing**, 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

Matthew Mc Alpine
ATTEST

BY: 

END OF SECTION

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

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

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

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

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

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

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

ACKNOWLEDGED:

I hereby acknowledge and confirm that upon approval of award, will take the necessary action to comply with the minimum insurance requirements as set forth within this solicitation. I accept that failure to comply at the time of contract execution may result in award being defaulted.



Matthew McAlpine

(Signature and Date)

Print Name:

This document must be completed and returned with your Submittal.

NON-COLLUSION AFFIDAVIT
ITB No. 2023-01

State of Florida)
) SS
County of Miami Dade)

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

- (1) He/She/They is/are the VP
(Owner, Partner, Officer, Representative or Agent) of McCourt Construction 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.

FURTHER AFFIANT SAYETH NOT

By: 

Print Name: Matthew McAlpine

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this 28 day of February, 2023 (year), by Matthew McAlpine who is personally known to me or who has produced a Florida driver's license as identification.

City of Doral 

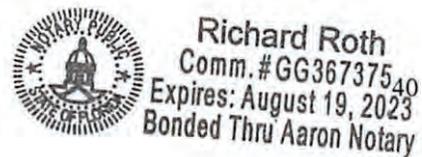


EXHIBIT "B"
PRICING SHEET

| SECTION A: BASKETBALL COURTS | | |
|---|------------------------------|---|
| Description of Work | Court Type #1 (50' x 80') | Court Type #2 (56' x 90' each, 2 total) |
| Line Item | Cost | |
| Safety Fencing & Site Considerations | \$ | 0 |
| Pressure Cleaning | \$ | 300. ⁰⁰ |
| Patching & Crack Repair | \$ | 300. ⁰⁰ |
| Application of Fiberglass membrane with one (1) coat of acrylic resurfacer | \$ | 7500. ⁰⁰ |
| Two (2) Coats of Acrylic Resurfacer | \$ | 4,500. ⁰⁰ |
| Two (2) Coats of Acrylic Court Paint | \$ | 8,000. ⁰⁰ |
| One (1) coat of line primer and one (1) coat of line paint. | \$ | 500. ⁰⁰ |
| Asphalt Repairs (~90 sq. ft.) | \$ | 400. ⁰⁰ |
| LINE A: Total cost for section. | \$ | 21,500.⁰⁰ |

| SECTION B: TENNIS COURTS | |
|---|----------------------------|
| Description of Work | Courts 1 – 5 (120' x 300') |
| Line Item | Cost |
| Safety Fencing & Site Considerations | \$ 0 |
| Pressure Cleaning | \$ 800. ⁰⁰ |
| Asphalt Repairs (~600 sq. ft.) | \$ 2,900. ⁰⁰ |
| Patching & Crack Repair | \$ 800. ⁰⁰ |
| Application of Fiberglass membrane with one (1) coat of acrylic resurfacer | \$ 19,200. ⁰⁰ |
| Two (2) Coats of Acrylic Resurfacer | \$ 11,800. ⁰⁰ |

| | |
|---|---------------------|
| Two (2) Coats of Acrylic Court Paint | \$ 20,800.00 |
| One (1) coat of line primer and one (1) coat of line paint meeting USTA specifications. | \$ 850.00 |
| Pickleball court lines (Courts 4 and 5 only) | \$ 2,850.00 |
| LINE B: Total cost for section: | \$ 60,000.00 |

TOTAL COST (ADD LINE A & LINE B): 81,500.00

Exhibit “C”
Payment Form

Application For Payment No. _____

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

| | | |
|----|--|-----------------|
| 1. | Original Contract Price: | \$ _____ |
| 2. | Net change by Change Orders and Written Amendments (+ or -): | \$ _____ |
| 3. | Current Contract Price (1 plus 2): | \$ _____ |
| 4. | Total completed and stored to date: | \$ _____ |
| 5. | Less previous Application for Payments: | \$ _____ |
| 6. | DUE THIS APPLICATION (4 MINUS 5): | \$ _____ |

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 Contract Documents and not defective.

Date Contractor

By: _____

State of _____
County of _____

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

Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

City's Representative

APPLICATION FOR PAYMENT INSTRUCTIONS

A. GENERAL INFORMATION

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

B. COMPLETING THE FORM

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

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

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

C. LEGAL REVIEW

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

| Application No. | Date: | | | | | | | |
|-----------------|------------|--------------------|---------------------------|--------------------|--------|---|-----------------|-----------------------------|
| ITEM | UNIT PRICE | ESTIMATED QUANTITY | SCHEDULE OF VALUES AMOUNT | QUANTITY COMPLETED | AMOUNT | % | MATERIAL STORED | AMOUNT COMPLETED AND STORED |
| 1. | \$ | | \$ | | \$ | | \$ | \$ |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |
| 6. | | | | | | | | |
| 7. | | | | | | | | |
| 8. | | | | | | | | |
| 9. | | | | | | | | |
| 10. | | | | | | | | |
| 11. | | | | | | | | |
| 12. | | | | | | | | |
| 13. | | | | | | | | |
| 14. | | | | | | | | |
| 15. | | | | | | | | |
| 16. | | | | | | | | |
| 17. | | | | | | | | |
| 18. | | | | | | | | |
| 19. | | | | | | | | |
| 20. | | | | | | | | |
| TOTAL | | | \$ | | \$ | | \$ | \$ |

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

Exhibit “D”
Insurance Requirements

EXHIBIT "D"

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

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

Coverage / Endorsements Required

City of Doral included as an additional insured
Primary Insurance Clause Endorsement

Coverage for X, C, U Included

Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability (if applicable)

Limits of Liability

| | |
|---|-------------|
| Bodily Injury and Property Damage | |
| Combined Single Limit | \$1,000,000 |
| Any Auto/Owned Autos or Scheduled Autos | |
| Including Hired and Non-Owned Autos | |
| Any One Accident | |

Coverage / Endorsement Required

Employees are covered as insureds
City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

\$1,000,000 for bodily injury caused by an accident, each accident
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

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

Waiver of Subrogation in favor of City.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

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

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

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

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

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

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

RESOLUTION No. 23-43

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2023-01 “DORAL LEGACY PARK TENNIS AND BASKETBALL COURT RESURFACING” TO MC COURT CONSTRUCTION, INC. AS THE LOWEST, MOST RESPONSIVE AND MOST RESPONSIBLE BIDDER; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MC COURT CONSTRUCTION, INC. FOR THE PROVISION OF ATHLETIC COURT RESURFACING SERVICES AT DORAL LEGACY PARK IN AN AMOUNT NOT TO EXCEED \$81,500.00 PLUS A 10% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT OF \$89,650.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE REACHED WITH THE TOP RANKED FIRM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the “City”) issued Invitation to Bid (ITB) No. 2023-01 “Doral Legacy Park Tennis and Basketball Court Resurfacing” on February 2, 2023 for procuring tennis and basketball court resurfacing services at Doral Legacy Park , for which six (6) firms attended a mandatory pre-bid meeting held on February 10, 2023, and two (2) responses were received by the March 2, 2023 deadline, with both firms meeting the required criteria set forth in the ITB; and

WHEREAS, upon review of bids received, staff determined that Mc Court Construction, Inc. was the lowest most responsive and responsible bidder; and

WHEREAS, Staff respectfully requests approval from the Mayor and City Councilmembers to award ITB No. 2023-01 “Doral Legacy Park Tennis and Basketball Court Resurfacing” to Mc Court Construction, Inc. and authorize the City Manager to negotiate and enter into an agreement with Mc Court Construction, Inc. for the provision of tennis and basketball court resurfacing services in an amount not to exceed \$81,500.00 plus a 10%

contingency for a total amount not to exceed \$89,650.00. Staff further requests approval from the Mayor and City Councilmembers to authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm successionaly if an agreement cannot be reached with Mc Court Construction, Inc. Funding for this project will come from Parks & Recreation – Park Impact Fee Fund account 102.90005.500634.

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

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

Section 2. Approval & Authorization. The Mayor and City Councilmembers hereby approved the award of ITB No. 2023-01 to Mc Court Construction, Inc. and authorize the City Manager to negotiate and enter into an agreement with Mc Court Construction, Inc. for the provision of providing athletic court resurfacing services for a not to exceed amount of \$81,500.00 plus a 10% contingency for a total not to exceed \$89,650.00. The Mayor and City Councilmembers further approve and authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm successionaly if an agreement cannot be reached with Mc Court Construction, Inc. This Authorization does not create or confer any rights to Mc Court Construction, Inc.

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

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

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Vice Mayor Pineyro and upon being put to a vote, the vote was as follows:

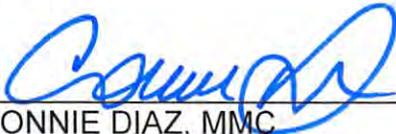
| | |
|-----------------------------|-----|
| Mayor Christi Fraga | Yes |
| Vice Mayor Rafael Pineyro | Yes |
| Councilwoman Digna Cabral | Yes |
| Councilwoman Maureen Porras | Yes |
| Councilman Oscar Puig-Corve | Yes |

PASSED AND ADOPTED this 12 day of April, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
INTERIM CITY ATTORNEY