

# ITB 2024-14 Construction of City of Doral Entry Features

October 23, 2024

### **SOLICITATION RESPONSE FORM**

# City of Doral ITB No. 2024-14 Construction of City of Doral Entry Features

Date Submitted	October 23,2024
Company Name	Waypoint Contracting, Inc.
Date of Entity Formation	11/29/2016
Entity Type (select one)	Corporation / Partnership / LLC / Other:
Corporate Address	7925 NW 12 ST STE 321 Doral, FI 33126
Office Location	Doral
FEI/EIN No.	81-4602789
Authorized Representative (Name and Title)	Jorge Lopez, President

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			and the state of t	 

1. Bidder has the following License (select at least one and attach copy):

X	State Certified General Contractor License, provided by the State of Florida Construction Industry
	Licensing Board

- □ Certificate of Competency from Miami-Dade County Construction Trades Qualifying Board as a General Contractor
- The undersigned Bidder/Proposer agrees, if this Bid is accepted by the City, to enter into an agreement with the
  City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price
  and within the timeframe indicated in this proposal and in accordance with the terms and conditions of the
  Contract.
- 3. Bidder/Proposer accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this ITB within ten days after the date of City's Notice of Award (If applicable).
- 4. By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.:	1 Dated: 10/16/2024	Addendum No.:	Dated:	
Addendum No.: _	Dated:	Addendum No.:	Dated:	

★ Check here If no Addenda were issued.

- 5. Bidder/Proposer further warrants and represents that it has familiarized themselves with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 6. Bidder/Proposer further warrants and represents that it has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully

, 2024.

studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder/Proposer for such purposes.

- 7. Bidder/Proposer further warrants and represents that it has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Bidder/Proposer.
- 8. Bidder/Proposer further warrants and represents that this Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Bidder/Proposer has not directly or induced or solicited any other Bidder/Proposer to submit a false or sham Proposal; Bidder/Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder/Proposer has not sought by collusion to obtain for itself any advantage over any other Bidder/Proposer or over the City.
- 9. Bidder/Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
- 10. Bidder/Proposer 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 Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
- 11. Communications concerning this Proposal shall be addressed to:

Bidder/Proposer: Waypoint Contracting, Inc.

Telephone: 786-608-1406

Email Address: info@waypointci.com

Attention: Jorge Lopez

12. The terms used in this response which are defined in the above-referenced Solicitation shall have the meanings assigned to them in such Solicitation.

### STATEMENT

I understand that a "person" as defined in 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 officers, directors, executives, partners, shareholders, employees, members, and agents active in management of the entity.

Company Name:

Company Address:

Authorized Representative Signature:

SUBMITTED THIS 23rd DAY OF October

Waypoint Contracting, Inc.

7925 NW 12 ST STE 321 Doral, FI 33126

### **BID PRICE SHEET**

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	COST
101-1	MOBILIZATION/DEMOBILIZATION	LS	1	26,041.18	26,041.18
101-1-2	STORMWATER PREVENTION PLAN.	LS	1	11,700.00	11,700.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	9,960.00	9,960.00
101-1-1	CLEARING AND GRUBBING (INCLUDING POST AND	LS	1		
	FENCE REMOVAL)		_	32,133.00	32,133.00
110-21	TREE PROTECTION BARRIER	LF	274	10.00	2,740.00
120-1-1	SITE GRADING (INCLUDING EXCAVATION WORK)	LS	1	30,400.00	30,400.00
570-12A	PERFORMANCE TURF, SOD (ST AUGUSTINE FLORATAM SOD)	SY	520	10.00	5,200.00
570-12B	6.5" ALUMINUM EDGE	LF	121	20.00	2,420.00
570-12C	CHATTAHOOCHEE RIVER STONE	CY	4	450.00	1,800.00
570-12D	EXCAVATION	CY	178	35.00	6,230.00
570-12E	PLANTING SOIL	CY	231	60.00	13,860.00
570-12F	MULCH	CY	28	18.00	504.00
580-1	LANDSCAPE-LIGUSTRUM JAPONICUM (FG, 10` HT X 6` SPR, 2" C)	EA	4	1,105.00	4,420.00
580-1	LANDSCAPE-PODOCARPUS MACROPHYLLUS ` (FG, 10` HT X 4` SPR, 2" C)	EA	10	945.00	9,450.00
580-1	LANDSCAPE-ROYSTONEA ELATA (FG, 25` OA, 10` WD)	EA	6	2,205.00	13,230.00
580-1	LANDSCAPE-CRINUM AUGUSTUM `QUEEN EMMA` (7 G, 36" HT X 30" SPR)	EA	12	50.00	600.00
580-1	LANDSCAPE-AECHMEA BLANCHETIANA (7 G, 24" X 24")	EA	61	58.00	3,538.00
580-1	LANDSCAPE-CHRYSOBALANUS ICACO `RED TIP` (3 G,	EA	22	45.00	990.00
580-1	LANDSCAPE-CORDYLINE FRUTICOSA (7 G, 30" HT)	EA	97	25.00	2,425.00
580-1	LANDSCAPE-FICUS MICROCARPA `GREEN ISLAND` (3 G, 18" X 18")	EA	322	28.00	9,016.00
580-1	LANDSCAPE-DURANTA ERECTA `GOLD MOUND` (3 G, 12" HT. X 12" SPR.)	EA	171	28.00	4,788.00
580-1	LANDSCAPE-PODOCARPUS MACROPHYLLUS `DWARF PRINGLES` (3 G, 12"	EA	176	25.00	4,400.00
580-9-2	LANDSCAPE-PALM COMPLETE REMOVAL (PALMS, >=14' OF CLEAR TRUNK, LARGE PALM REMOVAL)	EA	4	3,500.00	14,000.00
581-1	RELOCATE TREES & PALMS (PALMS, <14' OF CLEAR TRUNK, SMALL PALM RELOCATION)	EA	2	1,385.00	2,770.00
590-70	LANDSCAPE IRRIGATION SYSTEM	LS	1	27,500.00	27,500.00
590-70A	TEMPORARY WATERING (PRE-IRRIGATION OPERATION)	LS	1	6,450.00	6,450.00
630-2-11	CONDUIT 2" PVC (OPEN TRENCH)	LF	90	13.25	1,192.50
630-2-11	CONDUIT 1" PVC (OPEN TRENCH)	LF	525	6.25	3,281.25

630-2-11	CONDUIT 3/4" PVC (OPEN TRENCH)	LF	109	11.05	1,204.45
630-2-11	CONDUIT 1/2" PVC (OPEN TRENCH)	LF	399	4.45	1,775.55
635-2-11	PULL & SPLICE BOX	EA	12	565.00	6,780.00
635-3-13	JUNCTION BOX	EA	14	445.00	6,230.00
700-1A	STRUCTURE GATEWAY SIGNS COMPLETE AS	EA	2	007.440.00	454,280.00
700-1A	STRUCTURES PLAN DESIGNED	LA	2	227,140.00	434,200.00
700-1A	FOUNDATION GATEWAY SIGNS COMPLETE AS	EA	2	24,000.00	48,000.00
700 1/1	STRUCTURES PLAN DESIGNED	L/\		24,000.00	,
715-6A	LIGHT POLE COMPLETE (LUMINAIRE, POLE,	EA	12	3,200.00	38,400.00
715 0/1	FOUNDATION)			0,200.00	00, 100.00
715-1-15	#1/0 CU WIRING	LF	1,814	9.45	17,142.30
715-1-13	#3 CU WIRING	LF	1,014	11.00	11,154.00
715-1-13	#4 CU WIRING	LF	605	14.00	8,470.00
715-1-12	#6 CU WIRING	LF	338	4.50	1,521.00
715-1-11	#10 CU WIRING	LF	550	1.80	990.00
715-1-1A	#12 CU WIRING	LF	2,848	13.00	37,024.00
715-1-1B	F&I BELDEN 3105A DMX CABLE	LF	847	25.00	21,175.00
715-1-1B	F&I PANEL SP1 (BREAKERS, SPD, ETC.)	LS	1	4,980.00	4,980.00
715-1-1B	F&I ELECTRICAL RACKS (FOOTERS, RACK, ETC.)	LS	1	10,033.00	10,033.00
715-1-1B	F&I 10'X5/8" THREADED GROUND ROD	EA	2	445.00	890.00
715-1-1B	F&I GROUND RODS TEST WELL	EA	4	1,200.00	4,800.00
715-1-1B	F&I PHOTOCELL	EA	2	1,510.00	3,020.00
715-1-1B	F&I DMX/RDM CONTROL SYSTEM	LS	1	21,500.00	21,500.00
999-1CG	F&I WEATHERPROOF GFCI RECEPTACLE	EA	2	500.00	1,000.00

TOTAL BASE BID: \$ 951,408.23

**DEDICATED ALLOWANCE (2% OF BASE BID) FOR** 

PERMITTING: \$ 19,028.16

CONTINGENCY (10% OF BASE BID) FOR UNFORSEEN

**CONDITIONS:** \$ 95,140.82

TOTAL BID (BASE BID + DEDICATED ALLOWANCE +

**CONTINGENCY):** \$1,065,577.22

NOTE 5% BID BOND MUST BE SEPARATELY SUBMITTED TO CITY CLERK'S OFFICE IN A SEALED ENVELOPE TITLED ITB NO. 2024-11 BEFORE THE SUBMISSION DEADLINE

### **BIDDER QUALIFICATION STATEMENT**

The Bidder's response to this questionnaire will be utilized as part of the City's evaluation to ensure that the Bidder meets, to the satisfaction of the City, the minimum requirements for participating in this Solicitation.

PROPOSER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION'S MINIMUM QUALIFICATIONS. FAILURE TO MEET MINIMUM REQUIREMENTS WILL RESULT IN A DETERMINATION OF NON-RESPONSIVENESS. ADDITIONAL PROJECTS MAY BE ADDED BY COMPLETING ADDITONAL COPIES OF THIS FORM, AS NEEDED. PLEASE REFER TO SECTION 3.3 OF THE ITB

	Proje	ct No. 1	
Project Name:	WHITE COURSE PARK		
Project Location:	8429 NW 41st St, Doral, FL 3316	86	
Project Description:	shaded playground, a water front flexible event plaz dog areas with washing stations, putting, multi-purpor around the park, and a chain link fence around the p	a, artificial turf putting pose greenspace, concretely and dog are	uction of 2.7 acres of land. The ground up park consisted of a green space, outdoor fitness stations, two off-leash artificial turf ete paver walkways and concrete sidewalks, aluminum fence sas. The park also consisted of a restroom building, 11 wn Doral Boardwalk located at the north side of the park.
Budget/Cost:	\$3,200,000.00	Contract Dates:	March 2022
Owner Name:	City of Doral	Reference Name:	Julio Amoedo
Reference Phone No.:	305-593-6740 ext 6018	Reference Email:	julio.amoedo@cityofdoral.com
	Proje	ct No. 2	
Project Name:	Homestead Air Reserve Base Cl	ean Dirty Roor	n
Project Location:	29050 Coral Sea Blvd, Homestea	ad, FL 33039	
Project Description:	Waypoint Contracting, Inc., was selected by the Department of Defense to perform the design build out of a 2100 square foot new clean and dirty rooms at the Homestead Air Force Base. The project was completed in two phases, the design phase and the construction phase. The design was completed by EMTec Architectural Engineers.		
Budget/Cost:	\$1,491,096.00	Contract Dates:	September 2022
Owner Name:	US Air Force	Reference Name:	Daniela Marton
Reference Phone No.:	786-415-6815	Reference Email:	daniela.marton@us.af.mil
	Proje	ct No. 3	
Project Name:	Temporary Fire Station New P	arking Lot	
Project Location:	3109 Vistamar St. Fort Lauderdale, FI 33304		
Project Description:  Waypoint Contracting, Inc., was selected by the City of Ft. Lauderdale for the construction of a new municipal parking lot for pedestrian use and temporary fire station. The scope included new storm water drainage, fire line, water line and sanitary line utilities into the property. The site was regraded and compacted and received new asphalt pavement and concrete curbs & gutters. New fence and gates were installed for the temporary fire station portion and the entire site received a new irrigation system & landscape			
Budget/Cost:	<b>\$1</b> ,617,401.10	Contract Dates:	September 2022
Owner Name:	City of Fort Lauderdale	Reference Name:	Caroline Yeakel
Reference Phone No.:	Reference Email: cyeakel@fortlauderdale.gov		





# WHITE COURSE PARK Doral, FL







SPORTS FIELD

Total Contract Value:

\$3,200,000.00

Client Contact: Julio Amoedo

8401 NW 53 Terrace Doral, FL

Start / End Dates: 33

03/2021 - 03/2022

33166 (305) 593-6740 ext. 6018

julio.amoedo@cityofdoral.com

Architect:

Chen Moore and Associates

786-497-1500

Waypoint Contracting, Inc., was selected by the City of Doral for the construction of 2.7 acres of land. The ground up park consisted of a shaded playground, a water front flexible event plaza, artificial turf putting green space, outdoor fitness stations, two off-leash artificial turf dog areas with washing stations, putting, multi-purpose greenspace, concrete paver walkways and concrete sidewalks, aluminum fence around the park, and a chain link fence around the playground and dog areas. The park also consisted of a restroom building, 11 parking spaces, and a connectivity to Downtown Doral through the Downtown Doral Boardwalk located at the north side of the park.











### HARB CITY DIRTY ROOMS Miami, FL



RENOVATION



GOVERMENT/ MUNICIPAL



**Total Contract Value:** 

\$1,491,096.00

**Client Contact:** 

Daniela Marton

786-415-6815

Federal Aviation Administration

Original Contract Value:

\$1,491,096.00

29050 Coral Sea Blvd,

Homestead, FL 33039

Start / End Dates:

daniela.marton@us.af.mil

06/21/2021-9/15/2022

Waypoint Contracting, Inc., was selected by the Department of Defense to perform the design build out of a 2100 square foot new clean and dirty rooms at the Homestead Air Force Base. The project was completed in two phases, the design phase and the construction phase. The design was completed by EMTec Architectural Engineers.

These dirty clean rooms allows for the maintenance personnel to wash off the contaminants after the day. The process of the build had to be able to accommodate the department's requirement in the alloted space. The space required that we design and construct three different locations which was the hot area, the warm area, and the cold area. Within the hot area was where the maintenance personnel performed their scope; in the warm area we built an air shower, an initial accumulation point, a respirator cleaning station, and a dirty locker room that has the shower and the sink; in the cold area we built a clean locker room that consisted of the toilets and the breakroom.









**Temporary Fire Station New Parking Lot** Ft. Lauderdale, FL





**Total Contract Value:** 

\$1,617,401,10

Start / End Dates: 12/2021 - 09/2022

**Client Contact:** 

Caroline Yeakel (954) 828-3760

cyeakel@fortlauderdale.gov

Engineer:

Craven Thompson & Associates (954) 739-6400

Waypoint Contracting, Inc., was selected by the City of Ft. Lauderdale for the construction of a new municipal parking lot for pedestrian use and temporary fire station. The scope included new storm water drainage, fire line, water line and sanitary line utilities into the property. The site was regraded and compacted and received new asphalt pavement and concrete curbs & gutters. New fence and gates were installed for the temporary fire station portion and the entire site received a new irrigation system & landscape











### MORNINGSIDE PARK TENNIS COURTS Miami, FL









RENOVATION GOVERMENT/ MUNICIPAL

PARK SPORTS FIE

Total Contract Client Contact: Value:\$1,404,740.54 Jose Caldeira

444 SW 2nd Avenue, 8th Floor Miami, Florida 33130

Original Contract 305-416-1254

Value: \$1,327,712.00 jcaldeira@miamigov.com

Architect:

Start / End Dates: Miller Legg 01/2018 - 08/2018 Enrique Gomez

egomez@millerlegg.com

Waypoint Contracting, Inc., was awarded this best value contract to reconstruct the Morningside Tennis Center for the City of Miami. The work consisted of furnishing all materials, labor, and equipment necessary for the demolition and reconstruction of the seven existing tennis courts, plus the addition of one new court. The project also included the construction of a new plaza with seating, tables, and other site furnishings; installation of landscaping, an irrigation system, a pre-fabricated tennis practice wall, new fencing, security lights and resurfacing, and restriping of the existing parking lot.

Construction took place in an active park, which required extra precaution. The work area was enclosed to ensure the safety of the public, and so that there was no interruption of the park's regular operations. During construction, our project team discovered that the existing drainage system was deteriorated and needed to be replaced. A new system had to be designed and installed in order to allow for proper stormwater control at the park. The team worked closely with the engineer and City project staff to help design and construct the most economical and feasible solution. Waypoint was also responsible for coordinating with Musco Lighting to provide sports lighting installations.











### SNAKE CREEK BN HQ BLDG TRANSIENT TRAINING MIRAMAR, FL



RENOVATION



**Total Contract** 

**Client Contact:** 

Value:\$2,234,128.42

Krystal Sheeley 2305 SR 207 St Augustine, FL 32086

**Original Contract** 

304-823-0287

Value: \$2,077,000.00

krystal.r.sheeley.nfg@army.mil

Architect:

Start / End Dates:

CPH

06/2022 - 9/2023

Iker Uzun

iuzun@cphcorp.com

Waypoint Contracting, Inc., was awarded this contract for the construction of a new 7, 000 sqft history building, intended to serve as the Battalion Headquarters building. The building included administrative spaces, classroom, latrine/shower, vending/breakroom. Other items integral to the facility are: installation of new utilities such as electric, potable water, waste water/sewer, and connecting them to existing services, information systems, site improvements, and antiterrorism/ force protection,







### **LIST OF PROPOSED SUBCONTRACTORS**

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

SCOPE	SUBCONTRACTOR NAME, ADDRESS AND LICENSE #	
Landscaping	Action Sod & Landscape Gardens   5700 SW 123 Ave Miami, FI 33183	
Irrigation	Affordable Irrigation, Inc.   North Miami Beach, FI 33160	
Electric	Electric Force Inc.   340 NW Blvd. Miami, Fl 33126   EC 13009398	
Concrete Works	Garmon Construction Corp.   3690 N. Bayhomes Dr. Coconut Grove, Fl 33133   CBC1263127	
Monument Sign	Art Sign Company, Inc.   835 NW 6th Ave Ft. Lauderdale Fl 33311   ES-12000565	
	Acolite & Claude United Sign Co, Inc.   2555 NW 102nd Ave STE 216 Doral, FI 33172   Image Research Group, Inc.   2598 E. Sunrise Blvd. Ste 210-A Ft. Lauderdale, FI 33304   F03000005018	

If, prior to Notice of the Award, the City or the Contractor has reasonable objection to and refuses to accept any Subcontractor, Supplier, person or organization listed, the Contractor may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

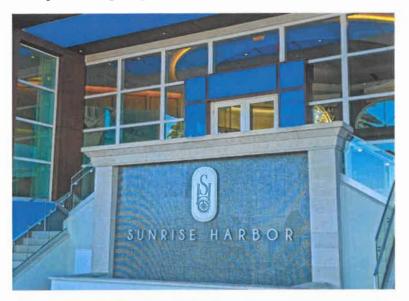
### **BIDDER QUALIFICATION STATEMENT**

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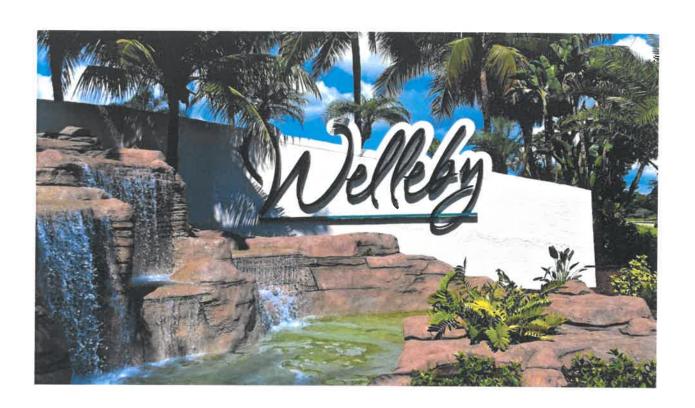
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	Projec	t No. 1			
Project Name:	CITY OF POMPANO	CITY OF POMPANO			
Project Location:	MULTIPLE CITY LOCATIONS	3 -			
Project Description:	SIGNAGE				
Budget/Cost:	CONTINUOUS- \$2,000,000.00	Contract Dates:			
Owner Name:		Reference Name:	TAMMY GOOD		
Reference Phone No.:	954-786-5512	Reference Email:			
	Projec	t No. 2			
Project Name:	CITY OF WESTLAKE				
Project Location:	WESTLAKE, FL				
Project Description:	FABRICATE AND INSTALL ALL NEW CITY SIGNAGE				
Budget/Cost:	2,000,000.00 PLUS	Contract Dates:	ONGOING		
Owner Name:	MINTO COMMUNITIES	Reference Name:	JARED STERN		
Reference Phone No.:		Reference Email:	JSTERN@MINTOUSA.COM		
	Projec	t No. 3			
Project Name:	BROWARD COUNTY SCHOO	)L BOARD			
Project Location:	MULTI LOCATIONS				
Project Description:	FABRICATE AND INSTALL DIGITAL SIGNS				
Budget/Cost:	5,000,000.00 PLUS	Contract Dates:	ONGOING		
Owner Name:	SCHOOL BOARD	Reference Name:	SANDRA GRAZON		
Reference Phone No.:	NA	Deference			

Art Signs and Lighting Qualification Sheet







### **BIDDER QUALIFICATION STATEMENT**

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EMTS	Proje	ct No. 1	
Project Name:	Terminal 25 / Primary Entrance	Feature	
Project Location:	Port Everglades		
Project Description:		nstructed Termi	nry entrance feature along with nominal nal 25. Primary entrance feature was a thwest corner of the building.
Budget/Cost:	\$883,810	Contract Dates:	2019 - 2023
Owner Name:	Broward County Government	Reference Name:	Richard Slater - Moss Construction Vice President / Project Executive
Reference Phone No.:	954.868.8529 Reference Email: dslater@mossemail.com		
and the same	Proje	ct No. 2	
Project Name:	NCL Terminal B Primary Entrance	Feature - Gove	ernment Cut
Project Location:	Terminal B - PortMiami		
Project Description:	Designed, permitted, fabricated and wayfinding and branding elements in entrance element was 38'h illuminate	the newly cons	
Budget/Cost:	\$1,673,000	Contract Dates:	2018 - 2020
Owner Name:	Miami-Dade County / PortMiami	Reference Name:	Geraldo Dannemann, RA / NV2A
Reference Phone No.:	305.458.1706	Reference Email:	gdannemann@nv2agroup.com
	Projec	et No. 3	
Project Name:	Memorial Hospital West Campus	S	
Project Location:	703 North Flamingo Road, Pembroke Pines, FL 33028		
Project Description:	Designed, surveyed, manufactured a Road along with supporting wayfindi	•	mary entrance feature facing Flamingo g elements throughout the campus.
Budget/Cost:	\$1,037,000	Contract Dates:	2018 - 2021
Owner Name:	South Broward Hospital District	Reference Name:	Felicia Turnley, COO Memorial Hospital West
Reference Phone No.:	954.844.7199	Reference Email:	fturnley@mhs.net



Port Everglades/ Terminal 25 Primary Entrance Feature



Port of Miami/ NCL: Terminal B Primary Entrance Feature at Government Cut

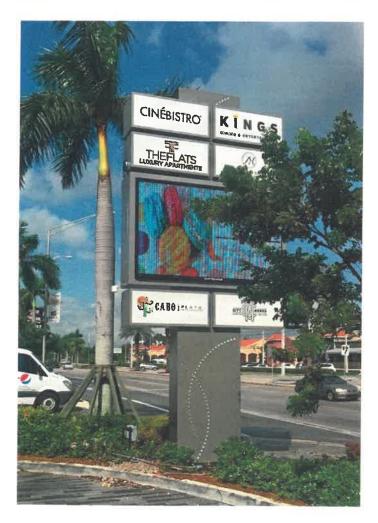


Memorial Hospital West Primary Entrance Feature at Flamingo Road





City Place Doral Primary Entrance Feature



City Place Doral Digital Entrance Feature



### **BIDDER/PROPOSER AFFIDAVITS**

Business Name: Waypoint Contra	acting, Inc.	_			
D.B.A.: CGC 1519415	Federal I.D. No.: 81 - 4602789				
Business Address: 7925 NW 12 ST	STE 321				
City: Doral	State: Fl	Zip: <u>33126</u>			
	and affirm that I am an authorized agent of ne following statements and certifications on B				
1. Ownership Disclosure					
or companies with five percent (5%) o	the above-named Bidder hereby discloses the fo	ent as needed):			
Name	Address	% Ownership			
Jorge Lopez	7925 NW 12 ST STE 321 Doral, FI 33126	100%			
The above-named Bidder hereby disc	loses the following subcontractors (supplement	as needed):			
Name	Address	% Ownership			

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral ("City") shall have a financial interest in any transactions or any compensation to be paid under or through any transactions between Bidder and City, and further, that no City employee, nor any elected or appointed officer (including City 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 Bidder, 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 Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder.

Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder recognizes that with respect to any transactions between Bidder and City, if any Bidder 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 Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. The term "Bidder," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

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### 2. Public Entity Crimes

- 1. Bidder is familiar with and understands the provisions of Section 287.133, Florida Statutes
- 2. Bidder further understands that a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Bidder list.
- 3. 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 determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order.)

### 3. Compliance With Foreign Entity Laws

Applicant certifies as follows:

- a. Bidder is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- b. The government of a foreign country of concern does not have a controlling interest in Bidder, as defined in Section 287.138, Florida Statutes.
- c. Bidder is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- d. Bidder does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- e. Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473.
- f. Bidder is not engaged in business operations in Cuba or Syria.
- g. Bidder is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel list in accordance with the requirements of Sections 287.135 and F.S. 215.473, Florida Statutes

### 4. Disability, Nondiscrimination, and Equal Employment Opportunity

Applicant certifies that Bidder is in compliance with and agrees to continue to comply with, and ensure that any subcontractor, or third party contractor under any and all contracts with the City of Doral 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

### 5. Conformance with OSHA Standards

Applicant certifies and agrees that Applicant has 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 in the event the City engages Bidder, Bidder agrees to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses the City may incur due to the failure of itself or any of its subcontractors to comply with such act or regulation in the performance of the contract.

### 6. E-Verify Program Affidavit

Affiant certifies the following:

- a. Affiant is familiar with and understands the provisions of Section 448.095, Florida Statutes and 48 CFR 52.222-54 and has sufficient knowledge of the personnel practices of the Bidder to execute this Declaration on behalf of the Bidder.
- b. Bidder has registered with and utilizes the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting or sub-contracting with an unauthorized alien.
- c. Bidder does not knowingly employ Affiants or retain in its employ a person whose immigration status makes them ineligible to work for the Bidder.
- d. Bidder has verified that any subcontractors utilized to deliver goods or services to the City through the Contractor's contract with the City use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request.
- e. Failure to comply with the requirements of F.S. 448.095 may result in termination of the Bidder's contract(s) with the City of Doral.

### 7. No Contingency Affidavit

Affiant certifies the following:

a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and Bidder has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding a contract.

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- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the Miami- Dade County conflict of interest and code of ethics ordinances.
- c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

### 8. Copeland Anti-Kickback Affidavit

Affiant certifies that no portion of any sums will be paid to any employees of the City of Doral, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Bidder or any member of Bidder's firm or by any officer of the corporation in exchange for business with the City of Doral.

### 9. Non-Collusion Affidavit

I, the undersigned affiant, swear or affirm that:

- a. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- b. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
- c. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal 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 firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Work.
- d. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

### 10. Drug Free Workplace Program

Bidder, in accordance with Florida statute 287.087 hereby certifies that the Bidder does all of the following:

- a. Publishes 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.
- b. Informs 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.
- c. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notifies 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.
- e. Imposes 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.

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- f. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
  - ☐ Select here if Not Applicable

### 11. Cone of Silence Certification

Affiant certifies and that Affiant has read and understands the Cone of Silence" requirements set forth in this Solicitation and further certify that neither I, nor any agent or representative of the Company has violated this provision.

### **BIDDER AFFIRMATION**

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for City of Doral that the certifications and statements provided above on behalf of Bidder are true to the best of affiant's knowledge and belief and that Bidder is compliant with all requirements outlined in these City of Doral Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the City of Doral immediately if any of the statements attested hereto are no longer valid.

Waypoint Contracting, Inc.	10/23/2024
Bidder Name	Date Signed
4///	Jorge Lopez, President
Affiant Signature	Affiant Name & Title (Printed)
STATE OF Florida	
COUNTY OF Miami-Dade	
The foregoing instrument was affirmed, subscribed, and s	sworn to before me this <u>23rd</u> day of October .
2024 by means of ☑ physical presence or ☐ online nota	
who is personally known to me or who produced the follow	wing identification:
[Notary Seal]	Avana Fernandez
	Notary Public for the State of Florida
AVANA FERNANDEZ  Notary Public - State of Florida	My commission expires: Oct. 15.2027

Commission # HH 451541
My Comm. Expires Oct 15, 2027
Borced through National Notary Assn.

### **CONFLICT OF INTEREST DISCLOSURE**

Business Name: Waypoint Contracting, Inc	).	
D.B.A.:	Federal I.D	. No.: 81-4602789
Business Address: 7925 NW 12 ST STE 321		
City: Doral S		Zip: <u>33126</u>
with the City of Doral's conflict of interest polici	es as stated withi ployee, an imme	g business with the City are subject to comply n the certification section below. If a vendor has diate family member of a City of Doral official or low.
vendor's company or is deriving person 2. No retired or separated City official or enthan one (1) year has an ownership inte 3. No City employee is contemporaneously	al financial gain f mployee who has rest in vendor's C y employed or pro d will not provide	been retired or separated from the City for less company. espectively to be employed with the vendor. e gifts or hospitality of any dollar value or any
Conflict of	Interest Disclos	ure*
Name of City of Doral employees, elected officials, or immediate family members with there may be a potential conflict of interest	whom ( ) Inte	ationship to employee rest in vendor's company er (please describe below)
*Disclosing a potential conflict of interest do not disclose potential conflicts of interest	es not automatic and they are dete	Conflict of Interest ally disqualify vendors. In the event vendors do ected by the City, vendor will be exempt from
I certify that this Conflict-of-Interest D are true and correct to my knowledge a	g business with t	een examined by me and that its contents ve the authority to so certify on behalf of the
	10/23/2024	Jorge Lopez, President
Signature of Authorized Representative	Date	Printed Name of Authorized Representative

### **CERTIFICATE OF AUTHORITY**

(IF CORPORATION OR LLC)

I HEREBY CERTIFY that at a meeting of the Board of Directors of Waypoint Contracting, Inc., a
corporation organized and existing under the laws of the State of Florida, held on the 23 day of
October, a resolution was duly passed and adopted authorizing Jorge Lopez (Name) as
President (Title) of the corporation/company to execute agreements on behalf of the
corporation/company and providing that their execution thereof, attested by the secretary of the
corporation/company, shall be the official act and deed of the corporation/company. I further certify that said
resolution remains in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this 23 day of October, 20 24.
Secretary Signature:
Print Name: Tanya Ramos
STATE OF Florida
COUNTY OF Miami-Dade
The foregoing instrument was affirmed, subscribed, and sworn to before me this day of day of
20 <u>24</u> by means of ☑ physical presence or ☐ online notarization, by <u>Tanya Ramos</u>
who is personally known to me or who produced the following identification:
[Notary Seal] Avana Fernandez
AVANA FERNANDEZ  Notary Public • State of Florida  Avana Fernandez  Notary Public for the State of Florida
Commission # HH 45154*  My commission expires: Oct. 15, 2027  My commission expires:
Bonded through National Notary Assn.

### **CERTIFICATE OF AUTHORITY**

(IF PARTNERSHIP)

HEREBY CERTIFY that at a meeting of the Board of Directors	s of, a
partnership organized and existing under the laws of the State of $\_$	, held on theday
of,, a resolution was duly passed and adopt	ted authorizing (Name)
as (Title) of the partnership to execute agree	eements on behalf of the partnership and
provides that their execution thereof, attested by a partner, shall be	the official act and deed of the partnership.
I further certify that said partnership agreement remains in full force	and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this, o	day of, 20
Partner Signature:	
Print Name:	
STATE OFCOUNTY OF	
The foregoing instrument was affirmed, subscribed, and sworn to before 20 by means of □ physical presence or □ online notarization, by who is personally known to me or who produced the following identificat	· · · · · · · · · · · · · · · · · · ·
[Notary Seal]	Notary Public for the State of
	My commission expires:

### **CERTIFICATE OF AUTHORITY**

(IF JOINT VENTURE)

Joint ventures must submit a joint venture agreement indicating that the person signing this Agreement is authorized to sign documents on behalf of the joint venture. If there is no joint venture agreement, each member of the joint venture must sign this Agreement and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

### TRENCH SAFETY FORM

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et seq, Fla. Stat. which became effective October 1, 1990, shall be in effect during the period of construction of the Project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the Total Base Bid.

10/23/2024

Date

Cost

precautions, programs of costs, of the means, met of cost, sequences of procedures of any safety compliance with any and all requirements of Sect	the not, responsible to review or assess Bidder's safety shods, techniques or technique adequacy, reasonableness precaution, program or cost, including but not limited to, ion 553.60 et. seq., Fla. Stat. cited as the "Trench Safety not, responsible to determine, if any safety or safety related nited to, the "Trench Safety Act".
A	AM
Witness Signature	Bidder's Signature
Avana Fernandez	Jorge Lopez
Printed Name	Printed Name
10/23/2024	President
Date	Title

Total: \$5,550.00

Failure to complete the above may result in the bid being declared non-responsive.

Method of Compliance

Open Tench



# The Gray Insurance Company The Gray Casualty & Surety Company

### **Bid Bond**

Know all men by these presents:
THAT Waypoint Contracting, Inc.
of _7925 NW 12th Street, Suites 319 & 321, Doral, FL 33126
hereinafter called the Principal, and The Gray Casualty & Surety Company of Metairie, Louisiana, a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held firmly bound unto <a href="City of Doral">City of Doral</a> as Obligee, hereinafter called the Obligee, in the sum of

## THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

### **GENERAL POWER OF ATTORNEY**

Bond Number: N/A Principal: Waypoint Contracting, Inc.

Project: Construction of City of Doral Entry Features; ITB No. 2024-14

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Michael A. Bonet of Miami, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000,00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

SEAL By:

Michael T. Gray
President

The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

SS:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican Notary Public Notary ID No. 92653 Orleans Parish, Louisiana

Leigh Anne Henican Notary Public, Parish of Orleans State of Louisiana My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 18th day of October , 2024

Mark Mangamo

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 18th day of October, 2024

Leigh Jame Henican



