

CONSTRUCTION CONTRACT

This Contract (the “Contract”) is dated as of the 27 day of January 2026 by and between the City of Doral (hereinafter called the “CITY”) and AUM Construction, Inc., (hereinafter called “CONTRACTOR”) located at: 8900 NW 119th Street, Hialeah Gardens, Florida 33018, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, which is hereinafter defined to mean this Contract, Invitation to Bid No. ITB 2025-04 NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave and the various documents set forth in Article 8 below.

ARTICLE 2 – CITY’S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1 It is understood that the CITY will designate a representative for the Work. The CITY’S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Carlos Arroyo, Public Works Director, at City of Doral Government Center, 8401 NW 53rd Terrace Doral, Florida 33166.

2.2 The CITY’S ENGINEER referred to in any of the Contract Documents is hereby designated to be Darlin Perez, P.E. or such other individual designated by the City.

ARTICLE 3 – TERM

3.1 Contract Times. Contract Time will commence on the date specified in the Notice to Proceed and shall continue for a period of **one hundred and eighty (180) calendar days**. The Work shall be completed and shall be ready for final payment in accordance with the Contract Documents within one hundred and eighty (180) calendar days after the date specified in the Notice to Proceed (“Final Completion”). No extension of time will be given unless previously provided by Change Order. Liquidated damages will be assessed for each calendar day for which completion of the Work is delayed as set forth in Section 3.4.

3.2 Term. This Contract shall not be effective until it is fully executed between the CITY and the CONTRACTOR. The term of the Contract shall be through the date of final payment unless terminated earlier pursuant to the ITB, or otherwise agreed upon between the parties.

3.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in the ITB, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the ITB. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY **\$1,665.00** for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion

of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY **\$1,665.00** for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

3.5 Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any other liquidated damages, all actual additional costs or losses incurred by the CITY including, but not limited to, completion CONTRACTOR services, financing, professional services, unrealized revenue, will be the responsibility of the CONTRACTOR.

3.6 Monies due to the CITY under Sections 3.4 and 3.5 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.

ARTICLE 4 – CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

4.2 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form Section 00410. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.3 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

4.4 A cost breakdown (schedule of values) shall be submitted to the Engineer by the CONTRACTOR for approval by the Engineer within seven days after notification of award of Contract. The schedule of values shall be used as the basis for making progress payments and for determining the cost of extra work where the extra work is an increase in the quantity of work included in the cost breakdown. The cost breakdown shall be complete, with each item of materials, equipment and supplies listed, together with the quantity and price thereof, the sum of which shall be equal to the aggregate sum prices bid for "materials, equipment and supplies". The breakdown shall include a separate column of figures which shall be the cost of installation of the above items, which cost shall include prorated share of bonds, insurance, overhead and profit. The sum of this second column of figures shall be equal to the aggregate sum prices bid for "all other costs incurred in completing the project". Any item(s), as determined by the City to be unbalanced, will not be acceptable.

4.5 The CONTRACTOR shall retain a copy of the cost breakdown in their files for reference purposes.

ARTICLE 5 – PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the ITB. Applications for Payment will be processed by CITY as provided in the ITB.

5.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the ITB or, in the event there is no schedule of values, as provided in the ITB.

5.2.1 Commencing with Pay Requisition #2, no progress payment shall be made until CONTRACTOR delivers to the CITY (1) complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a City of Doral Release of Lien Form (Exhibit - E), and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date, or (2) an executed Consent of Surety, utilizing City of Doral "Consent of Surety for Payment" Form (Exhibit - L). CONTRACTOR shall also provide a partial release of lien as Prime CONTRACTOR utilizing City of Doral Form (Exhibit - D). CONTRACTOR shall also include red-line as-builts and an updated progress schedule.

5.3 The CONTRACTOR agrees that five percent (5%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in the ITB.

5.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the ITB.

5.4 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

5.5 The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the CITY complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a City of Doral Release of lien Form (Exhibit - J), and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR shall also provide a final release of lien as Prime CONTRACTOR utilizing City of Doral Form (Exhibit - I). The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to CITY to defend and indemnify CITY and any other property Owner, person or entity CITY may be required to indemnify against any lien or claim.

5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with the ITB, CITY shall pay the remainder of the Contract Price and any retainage as recommended by the CITY'S REPRESENTATIVE.

ARTICLE 6 – INSURANCE/INDEMNIFICATION.

6.1 Insurance.

6.1.1 The CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth: in (Exhibit – C) titled Insurance Requirements.

6.1.2 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the CITY.

6.1.3 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

6.1.4 All deductibles must be declared by the CONTRACTOR and must be approved by the CITY. At the option of the CITY, either the CONTRACTOR shall eliminate or reduce such deductible, or the CONTRACTOR shall procure a Bond, in a form satisfactory to the CITY, covering the same. The CONTRACTOR is responsible for any and all deductibles, if applicable, following a loss.

6.2 Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in the Contract Documents.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or

completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 The CONTRACTOR warrants the following:

7.8.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

7.8.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.8.3 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

7.8.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Section 00456, of the Instructions to Bidders.

ARTICLE 8 – CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS.

8.1 All Contract Documents shall be interpreted in a manner consistent with each other, provided that if there are differing provisions on the same subject matter, the more stringent requirements shall apply.

8.2 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

- 8.2.1** Change Orders.
- 8.2.2** Field Orders.
- 8.2.3** Contract for Construction.
- 8.2.4** Exhibits to this Contract.
- 8.2.5** Any federal, state, county or City permits for the Project
- 8.2.6** Specifications and Drawings provided
- 8.2.7** Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.
- 8.2.8** Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.2.9** The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.2.10** There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the ITB.
- 8.2.11** The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.
- 8.2.12** The ITB discuss the bond and surety requirements of the CITY. This Contract does [x], does not [] require bonds. If the Contract does not require bonds, the references to bonds in the ITB do not apply to this Contract.

ARTICLE 9 – MISCELLANEOUS

9.1 Terms used in this Contract which are defined in the ITB will have the meanings indicated therein.

9.2 Except as otherwise provided in the Contract Documents with respect to Subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws or shall be deemed severable and this Contract, shall remain unmodified and in full force and effect.

9.5 Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply.

9.6 Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the CONTRACTOR to comply with Chapter 119, Florida Statutes. The CONTRACTOR shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

9.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

9.8 Night work or weekend work may be required for various areas within the project limits. The CONTRACTOR is responsible for costs associated with all night work including but not limited to, inspector costs, police or flagmen costs, signage and MOT costs and all other costs associated with night or weekend work.

All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner. Some such connections may have to be made during off-peak hours (late night, early morning, or weekend hours). The CONTRACTOR shall give a minimum of 72 hours' notice to the Owner when tie-ins with the existing plant utilities are required.

9.8.1 For weekend work, CONTRACTOR shall submit a written request to the CITY by the preceding Wednesday. A separate request is required for each week that the CONTRACTOR wishes to work on a weekend. For evening and holiday work, CONTRACTOR shall submit a written request to the CITY 3 days in advance. The CITY will provide inspection services for all overtime work requests and the CONTRACTOR shall pay for inspection services, no exceptions. Similarly, holiday and other overtime work shall be requested a minimum of 36-hours in advance and CITY will provide inspection for all overtime.

9.8.2 Exceptions to the hours and days of the week for work and other related limitations are allowed only for tie-ins during low flow periods / early morning hours, coatings that need to be applied during lower temperature times of the day and whenever the Documents specifically define that work shall be completed outside of the limitations for “normal” work hours, days, etc. Inspection for tie-ins during low flow/early morning and specialty coating application performed during nighttime will not be cause for extra inspection costs unless such work is remedial in nature as a result of defective work.

9.9 E-VERIFY. Section 448.095, Florida Statutes directs all public employers, including municipal governments, and private employer with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security’s E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Section 448.095, Florida Statutes further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Section 448.095, Florida Statutes, CONTRACTOR, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by CONTRACTOR during the contract term. Further, CONTRACTOR must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of CONTRACTOR to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions.

9.10 Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 217.4725, the City is prohibited from contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. By entering into this Agreement, CONTRACTOR is certifying that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City’s option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City’s option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. By entering into this Agreement, CONTRACTOR is certifying that it does not participate in a boycott of Israel, is not on the scrutinized companies that Boycott Israel list, activities in Sudan List, in the Iran Petroleum Energy Secor list, and has not engaged in business operation in Cuba or Syria. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the CONTRACTOR of the City’s determination concerning the false certification. The CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the CONTRACTOR does not demonstrate that the City’s determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

9.11 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

9.12 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CITY:

Zeida Sardinias, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

WITH COPY TO:

Lorenzo Cobiella, Esq.
Gastesi, Lopez, Mestre & Cobiella, PLLC
City Attorney
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

FOR CONTRACTOR:

AUM Construction, Inc.
8900 NW 119th Street
Hialeah Gardens, Florida 33018

9.13 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

9.14 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees at the trial and appellate level.

9.15 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as Exhibit "_____".

The remainder of the page was intentionally left blank.

Exhibit B – Construction Contract

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF DORAL, FLORIDA, signing by and through its City Manager, authorized to execute same by Council action on the 15 day of January 20 26, and by AUM Construction, Inc. (CONTRACTOR), signing by and through its _____, duly authorized to execute same.

WITNESS

By: _____
(Signature and Corporate Seal)

Aldo Apollini, General Mgr.
(Print Name and Title)

CONTRACTOR

AUM Construction, Inc.
(CONTRACTOR)

(Signature)

Humberto Ortiz, President
(Print Name and Title)

_____ day of _____, 2025.

ATTEST

Connie Diaz
Connie Diaz, City Clerk

CITY OF DORAL

Zeida Sardinias
Zeida Sardinias, City manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF DORAL ONLY:

Lorenzo Cobiella
Lorenzo Cobiella, Esq. on behalf of
Gastesi, Lopez & Mestre, PLLC, City Attorney

(* In the event that the CONTRACTOR is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

RESOLUTION No. 26-06

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID ITB #2025-24 "SIGNALIZATION OF NW 33 STREET & NW 92 AVENUE AND MEDIAN EXTENSION OF NW 33 STREET & NW 97 AVENUE" TO A.U.M. CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED NINETY EIGHT THOUSAND, NINE HUNDRED NINETY NINE DOLLARS AND SIXTY CENTS (\$798,999.60), WHICH INCLUDES A 2% DEDICATED ALLOWANCE FOR PERMITTING COSTS AND A 10% CONTINGENCY FOR ANY UNFORESEEN CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Department of Public Works and Procurement and Asset Management Department, prepared ITB No. 2025-24 to solicit qualified and experienced contractors to provide the Signalization of NW 33rd Street and NW 92nd Avenue and Median Extension of NW 33rd Street and NW 97th Avenue; and

WHEREAS, this project is aimed at improving traffic flow and pedestrian safety at these critical intersections; and

WHEREAS, the City issued ITB No. 2025-24 on October 17, 2025, inviting qualified firms to submit bids; and

WHEREAS, the notice was published on the City's website and the OpenGov solicitation platform and was distributed electronically to a wide network of vendors, and a publicly noticed, non-mandatory pre-bid conference was held on October 21, 2025; and

WHEREAS, on November 26, 2025, the City received and publicly opened four (4) timely proposals. from the following respondents:

- AUM Construction, Inc.

- Weekley Asphalt Paving, Inc.
- Horsepower Electric Inc.
- Metro Express Inc.

WHEREAS, following a comprehensive evaluation of the responsive bids, the Procurement Department, with support from the Public Works Department, determined that AUM Construction, Inc. submitted the lowest responsive and responsible bid; and

WHEREAS, accordingly, the Procurement Department recommends awarding ITB No. 2025-24 to AUM Construction, Inc. for a total cost of Seven Hundred Ninety Eight Thousand, Nine Hundred Ninety Nine Dollars and 60/100 (\$798,999.60); and

WHEREAS, it is important to note that Section 4.2.6 of ITB No. 2025-24 states: “Award of this Contract will be made to the lowest responsive and responsible bidder who bids on all items and whose bid offers the lowest total project cost when all items are added in the aggregate as indicated in the Bid Price Sheet.”

WHEREAS, City staff respectfully requests that the Mayor and the City Councilmembers approve the Construction Agreement with AUM Construction, Inc., a copy of which is attached hereto as Exhibit “A”, in an amount not to exceed Seven Hundred Ninety Eight Thousand, Nine Hundred Ninety Nine Dollars and 60/100 (\$798,999.60), which includes a 10% contingency for any unforeseen conditions and a 2% dedicated amount for anticipated permit costs; and

WHEREAS, funding for this request is available in the Public Works Department Transportation Fund, Account Num. 101.80005.500650.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY

COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

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

Section 2. Approval. The City Council hereby awards ITB 2025-24 Signalization of NW 33rd Street and NW 92nd Avenue and Median Extension of NW 33rd Street and NW 97th Avenue to AUM Construction, Inc., and approves the Construction Agreement with AUM Construction, Inc., a copy of which is attached hereto as Exhibit "A", in an amount not to exceed Seven Hundred Ninety Eight Thousand, Nine Hundred Ninety Nine Dollars and 60/100 (\$798,999.60), which includes a 10% contingency for any unforeseen conditions and a 2% dedicated amount for anticipated permit costs, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3. Authorization. The City Manager is authorized to execute the Construction Agreement and expend budgeted funds on behalf of the City.

Section 4. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

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

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

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Absent
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 15 day of January, 2026.




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:



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

EXHIBIT “A”

CONSTRUCTION CONTRACT

This Contract (the “Contract”) is dated as of the _____ day of _____ 2026 by and between the City of Doral (hereinafter called the “CITY”) and AUM Construction, Inc., (hereinafter called “CONTRACTOR”) located at: 8950 NW 119th Street, Hialeah, Florida 33018, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, which is hereinafter defined to mean this Contract, Invitation to Bid No. ITB 2025-04 NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave and the various documents set forth in Article 8 below.

ARTICLE 2 – CITY’S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1 It is understood that the CITY will designate a representative for the Work. The CITY’S REPRESENTATIVE referred to in any of the Contract Documents designated herein is **Carlos Arroyo, Public Works Director**, at City of Doral Government Center, 8401 NW 53rd Terrace Doral, Florida 33166.

2.2 The CITY’S ENGINEER referred to in any of the Contract Documents is hereby designated to be **Darlin Perez, P.E.** or such other individual designated by the City.

ARTICLE 3 – TERM

3.1 Contract Times. Contract Time will commence on the date specified in the Notice to Proceed and shall continue for a period of **one hundred and eighty (180) calendar days**. The Work shall be completed and shall be ready for final payment in accordance with the Contract Documents within one hundred and eighty (180) calendar days after the date specified in the Notice to Proceed (“Final Completion”). No extension of time will be given unless previously provided by Change Order. Liquidated damages will be assessed for each calendar day for which completion of the Work is delayed as set forth in Section 3.4.

3.2 Term. This Contract shall not be effective until it is fully executed between the CITY and the CONTRACTOR. The term of the Contract shall be through the date of final payment unless terminated earlier pursuant to the ITB, or otherwise agreed upon between the parties.

3.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in the ITB, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the ITB. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY **\$1,665.00** for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion

of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY **\$1,665.00** for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

3.5 Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any other liquidated damages, all actual additional costs or losses incurred by the CITY including, but not limited to, completion CONTRACTOR services, financing, professional services, unrealized revenue, will be the responsibility of the CONTRACTOR.

3.6 Monies due to the CITY under Sections 3.4 and 3.5 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.

ARTICLE 4 – CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

4.2 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form Section 00410. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.3 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

4.4 A cost breakdown (schedule of values) shall be submitted to the Engineer by the CONTRACTOR for approval by the Engineer within seven days after notification of award of Contract. The schedule of values shall be used as the basis for making progress payments and for determining the cost of extra work where the extra work is an increase in the quantity of work included in the cost breakdown. The cost breakdown shall be complete, with each item of materials, equipment and supplies listed, together with the quantity and price thereof, the sum of which shall be equal to the aggregate sum prices bid for "materials, equipment and supplies". The breakdown shall include a separate column of figures which shall be the cost of installation of the above items, which cost shall include prorated share of bonds, insurance, overhead and profit. The sum of this second column of figures shall be equal to the aggregate sum prices bid for "all other costs incurred in completing the project". Any item(s), as determined by the City to be unbalanced, will not be acceptable.

4.5 The CONTRACTOR shall retain a copy of the cost breakdown in their files for reference purposes.

ARTICLE 5 – PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the ITB. Applications for Payment will be processed by CITY as provided in the ITB.

5.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the ITB or, in the event there is no schedule of values, as provided in the ITB.

5.2.1 Commencing with Pay Requisition #2, no progress payment shall be made until CONTRACTOR delivers to the CITY (1) complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a City of Doral Release of Lien Form (Exhibit - E), and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date, or (2) an executed Consent of Surety, utilizing City of Doral "Consent of Surety for Payment" Form (Exhibit - L). CONTRACTOR shall also provide a partial release of lien as Prime CONTRACTOR utilizing City of Doral Form (Exhibit - D). CONTRACTOR shall also include red-line as-builts and an updated progress schedule.

5.3 The CONTRACTOR agrees that five percent (5%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in the ITB.

5.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the ITB.

5.4 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

5.5 The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the CITY complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a City of Doral Release of lien Form (Exhibit - J), and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR shall also provide a final release of lien as Prime CONTRACTOR utilizing City of Doral Form (Exhibit - I). The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to CITY to defend and indemnify CITY and any other property Owner, person or entity CITY may be required to indemnify against any lien or claim.

5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with the ITB, CITY shall pay the remainder of the Contract Price and any retainage as recommended by the CITY'S REPRESENTATIVE.

ARTICLE 6 – INSURANCE/INDEMNIFICATION.

6.1 Insurance.

6.1.1 The CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth: in (Exhibit – C) titled Insurance Requirements.

6.1.2 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the CITY.

6.1.3 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

6.1.4 All deductibles must be declared by the CONTRACTOR and must be approved by the CITY. At the option of the CITY, either the CONTRACTOR shall eliminate or reduce such deductible, or the CONTRACTOR shall procure a Bond, in a form satisfactory to the CITY, covering the same. The CONTRACTOR is responsible for any and all deductibles, if applicable, following a loss.

6.2 Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in the Contract Documents.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including “technical data.”

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or

completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 The CONTRACTOR warrants the following:

7.8.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

7.8.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.8.3 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

7.8.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Section 00456, of the Instructions to Bidders.

ARTICLE 8 – CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS.

8.1 All Contract Documents shall be interpreted in a manner consistent with each other, provided that if there are differing provisions on the same subject matter, the more stringent requirements shall apply.

8.2 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

8.2.1 Change Orders.

8.2.2 Field Orders.

8.2.3 Contract for Construction.

8.2.4 Exhibits to this Contract.

8.2.5 Any federal, state, county or City permits for the Project

8.2.6 Specifications and Drawings provided

8.2.7 Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.

8.2.8 Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.

8.2.9 The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).

8.2.10 There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the ITB.

8.2.11 The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

8.2.12 The ITB discuss the bond and surety requirements of the CITY. This Contract does , does not require bonds. If the Contract does not require bonds, the references to bonds in the ITB do not apply to this Contract.

ARTICLE 9 – MISCELLANEOUS

9.1 Terms used in this Contract which are defined in the ITB will have the meanings indicated therein.

9.2 Except as otherwise provided in the Contract Documents with respect to Subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws or shall be deemed severable and this Contract, shall remain unmodified and in full force and effect.

9.5 Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply.

9.6 Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the CONTRACTOR to comply with Chapter 119, Florida Statutes. The CONTRACTOR shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

9.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

9.8 Night work or weekend work may be required for various areas within the project limits. The CONTRACTOR is responsible for costs associated with all night work including but not limited to, inspector costs, police or flagmen costs, signage and MOT costs and all other costs associated with night or weekend work.

All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner. Some such connections may have to be made during off-peak hours (late night, early morning, or weekend hours). The CONTRACTOR shall give a minimum of 72 hours' notice to the Owner when tie-ins with the existing plant utilities are required.

9.8.1 For weekend work, CONTRACTOR shall submit a written request to the CITY by the preceding Wednesday. A separate request is required for each week that the CONTRACTOR wishes to work on a weekend. For evening and holiday work, CONTRACTOR shall submit a written request to the CITY 3 days in advance. The CITY will provide inspection services for all overtime work requests and the CONTRACTOR shall pay for inspection services, no exceptions. Similarly, holiday and other overtime work shall be requested a minimum of 36-hours in advance and CITY will provide inspection for all overtime.

9.8.2 Exceptions to the hours and days of the week for work and other related limitations are allowed only for tie-ins during low flow periods / early morning hours, coatings that need to be applied during lower temperature times of the day and whenever the Documents specifically define that work shall be completed outside of the limitations for “normal” work hours, days, etc. Inspection for tie-ins during low flow/early morning and specialty coating application performed during nighttime will not be cause for extra inspection costs unless such work is remedial in nature as a result of defective work.

9.9 E-VERIFY. Section 448.095, Florida Statutes directs all public employers, including municipal governments, and private employer with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security’s E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Section 448.095, Florida Statutes further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Section 448.095, Florida Statutes, CONTRACTOR, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by CONTRACTOR during the contract term. Further, CONTRACTOR must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of CONTRACTOR to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions.

9.10 Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 217.4725, the City is prohibited from contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. By entering into this Agreement, CONTRACTOR is certifying that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City’s option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City’s option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. By entering into this Agreement, CONTRACTOR is certifying that it does not participate in a boycott of Israel, is not on the scrutinized companies that Boycott Israel list, activities in Sudan List, in the Iran Petroleum Energy Secor list, and has not engaged in business operation in Cuba or Syria. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the CONTRACTOR of the City’s determination concerning the false certification. The CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the CONTRACTOR does not demonstrate that the City’s determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

9.11 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

9.12 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CITY:

Zeida Sardinias, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

WITH COPY TO:

Lorenzo Cobiella, Esq.
Gastesi, Lopez, Mestre & Cobiella, PLLC
City Attorney
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

FOR CONTRACTOR:

AUM Construction, Inc.
8950 NW 119th Street
Hialeah, Florida 33018

9.13 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

9.14 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees at the trial and appellate level.

9.15 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as Exhibit "_____".

The remainder of the page was intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF DORAL, FLORIDA, signing by and through its City Manager, authorized to execute same by Council action on the _____ day of _____ 20____, and by AUM Construction, Inc. (*CONTRACTOR*), signing by and through its _____, duly authorized to execute same.

WITNESS

CONTRACTOR

By: _____
(Signature and Corporate Seal)

(CONTRACTOR)

(Print Name and Title)

(Signature)

(Print Name and Title)

_____ day of _____, 2025.

ATTEST

CITY OF DORAL

Connie Diaz, City Clerk

Zeida Sardinias, City Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF DORAL ONLY:

Lorenzo Cobiella, Esq. on behalf of
Gastesi, Lopez & Mestre, PLLC, City Attorney

() In the event that the CONTRACTOR is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.*



AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

AUM Construction, Inc.
8900 NW 119th Street
Hialeah Gardens, FL 33018

SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:

(Name, legal status and address)

The City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

CONSTRUCTION CONTRACT

Date:

Amount: 798999.60

Description: (Name and Location)

ITB No. 2025-24 Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave
Doral, FL 33172

BOND

Date:

Amount: 798999.60

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
AUM Construction, Inc.

X: _____
Name and Title: Humberto Ortiz, President

SURETY

Company: _____ (Corporate Seal)
FCCI Insurance Company

X: _____
Name and Title: Roberto Menedez, Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

Acrisure-Frank H. Furman, Inc.
1314 E. Atlantic Blvd., Pompano Beach, FL 33060 (954) 861-3408

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract;

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

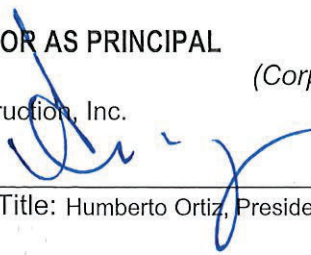
None

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
AUM Construction, Inc.

X: _____
Name and Title: Humberto Ortiz, President



SURETY

Company: _____ (Corporate Seal)
FCCI Insurance Company

X: _____
Name and Title: Roberto Menedez, Attorney-in-Fact





AIA DOCUMENT A312-2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

AUM Construction, Inc.
8900 NW 119th Street
Hialeah Gardens, FL 33018

SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:

(Name, legal status and address)

The City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

CONSTRUCTION CONTRACT

Date:

Amount: 798999.60

Description: *(Name and Location)*

ITB No. 2025-24 Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave
Doral, FL 33172

BOND

Date:

Amount: 798999.60

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*
AUM Construction, Inc.

X: _____
Name and Title: Humberto Ortiz, President

SURETY

Company: _____ *(Corporate Seal)*
FCCI Insurance Company

X: _____
Name and Title: Roberto Menedez, Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

Acrisure-Frank H. Furman, Inc.
1314 E. Atlantic Blvd., Pompano Beach, FL 33060 (954) 861-3408

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

This Payment Bond is intended to, and shall be deemed to be, an unconditional statutory Payment Bond pursuant to the requirements of Section 713.23, Florida Statutes. All of the provisions of Section 713.23, Florida Statutes, and all related provisions of Chapter 713, Florida Statutes, are incorporated into this Payment Bond by this reference. Insofar as any provision of this Payment Bond is inconsistent with, or more limiting or more expansive than, the provisions of Section 713.23, Florida Statutes, or any related provisions of Chapter 713, Florida Statutes, then the statutory provisions shall control.

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
AUM Construction, Inc.

X: _____
Name and Title: Humberto Ortiz, President

SURETY

Company: _____ (Corporate Seal)
FCCI Insurance Company

X: _____
Name and Title: Roberto Menendez, Attorney-in-Fact





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Sharon R. Myers; Griselidys Acosta; Roberto Menendez

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$40,000,000.00): \$40,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

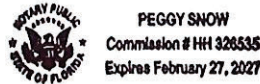


Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

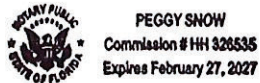


Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, _____

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



Bid Receipt Acknowledgement



Solicitation Number: ITB No. 2025-24		
Solicitation Name: Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave		
Solicitation Due Date: 11/26/2025		
Bidder	Responded	Bid Amount
AUM Construction Inc	11/26/2025 - 10:48am	\$798,999.60
Horse Power Electric Inc	11/24/2025 - 2:09pm	\$931,134.01
Metro Express Inc	11/26/2025 - 10:06am	\$1,332,800.00
Weekley Asphalt Paving, Inc.	11/26/2025 - 1:41pm	\$837,873.53
Preparer's Name: Christopher Cotton		
Preparer's Signature: <i>Christopher Cotton</i>		
Date Prepared: 11/26/2025		

The above acknowledgement provides only the submissions and bid amount as reported. The City of Doral does not confirm the accuracy of the calculation at this time. All bids are still subject to review, including for responsiveness and responsibility.



The City of Doral
Procurement
Roman Martinez, Procurement Director
8401 NW 53rd Ter 100, Doral, FL 33166

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

ITB No. 2025-24

Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

RESPONSE DEADLINE: November 26, 2025 at 2:00 pm

Report Generated: Friday, January 16, 2026

AUM Construction, Inc Response

CONTACT INFORMATION

Company:

AUM Construction, Inc

Email:

osmany@auminc.us

Contact:

Osmany Oramas

Address:

8900 NW 119 St
8900 NW 119 St
Hialeah Gardens, FL 33018

Phone:

(305) 456-4848

Website:

N/A

Submission Date:

Nov 26, 2025 10:48 AM (Eastern Time)

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

ITB No. 2025-24

Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

ADDENDA CONFIRMATION

Addendum #1

Confirmed Nov 10, 2025 2:50 PM by Osmany Oramas

Addendum #2

Confirmed Nov 15, 2025 11:46 AM by Osmany Oramas

Addendum #3

Confirmed Nov 21, 2025 8:24 AM by Osmany Oramas

Addendum #4

Confirmed Nov 26, 2025 10:45 AM by Osmany Oramas

QUESTIONNAIRE

1. Performance Evaluation Survey*

Pass

Please download the below documents, complete, and upload.

- [Performance Evaluation Surv...](#)

AUM_Constrcutio_Performance_Evaluation_Survey_(1).pdf

2. Pricing Sheet Upload*

Pass

Please upload pricing here.

ITB_2025-24_-_Pricing_Sheet.xls

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

Invitation To Bid - Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

Page 2

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

ITB No. 2025-24

Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

3. Date of Entity Formation*

Pass

01/13/2006

4. Entity Type*

Pass

Corporation

5. Office Location*

Pass

8900 NW 119 St, Hialeah gardens, FL 33032

6. FEI/EIN Number*

Pass

208608887

7. Authorized Representative*

Pass

Name and Title

Humberto Ortiz / President

8. By clicking "Please confirm", the Respondent 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 Solicitation and in accordance with the terms and conditions of the Contract.*

Pass

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

Invitation To Bid - Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

Page 3

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

ITB No. 2025-24

Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

Confirmed

9. By clicking "Please confirm", the Respondent 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. Respondent 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).

Pass

Confirmed

10. By responding to this sealed Solicitation, the Respondent makes all representations required by the Solicitation and further warrants and represents that Respondent acknowledges that it has received and examined copies of the entire Solicitation documents, including all addenda.*

Pass

Confirmed

11. By clicking "Please confirm", the Respondent further warrants and represents that it has familiarized itself 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.*

Pass

Confirmed

12. By clicking "Please confirm", the Respondent further warrants and represents *

Pass

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 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

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

Invitation To Bid - Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

Page 4

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

ITB No. 2025-24

Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Respondent for such purposes.

Confirmed

13. By clicking "Please confirm", the Respondent 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 Respondent.*

Pass

Confirmed

14. By clicking "Please confirm", the Respondent further warrants and represents *

Pass

This Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Submittal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

Confirmed

15. By clicking "Please confirm", the Respondent understands that the quantities provided are only provided for proposal Submittal evaluation only. The actual quantities may be higher or lower than those in the proposal Submittal form.*

Pass

Confirmed

16. By clicking "Please confirm", the Respondent understands and agrees that the Contract Price is a 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, supervision, and services necessary to provide a complete Project.*

Pass

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

Invitation To Bid - Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

Page 5

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

ITB No. 2025-24

Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

Confirmed

17. Communication - If information is different than what is provided in Vendor Profile:

Pass

Communications concerning this Proposal shall be addressed to:

Please provide:

- Name of Bidder/Proposer
- Telephone Number
- Email Address
- Attention

N/A

18. Bidder References*

Pass

Please download the below documents, complete, and upload.

- [BIDDER REFERENCES.pdf](#)

Bidder_References.pdf

19. List of Proposed Subcontractors*

Pass

Please download the below documents, complete, and upload.

- [LIST OF PROPOSED SUBCONTRAC...](#)

Subcontractors.pdf

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

Invitation To Bid - Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

Page 6

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

ITB No. 2025-24

Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

20. Respondent Affidavits*

Pass

Please download the below documents, complete, and upload.

- [RESPONDENT AFFIDAVITS.pdf](#)

Respondant_Affidavits.pdf

21. Conflict of Interest Disclosure*

Pass

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST DISCLO...](#)

Conflict_of_Interest_Disclosure.pdf

22. Certificate of Authority*

Pass

Please download the below documents, complete, and upload.

- [CERTIFICATE OF AUTHORITY..pdf](#)

Certificate_of_Authority.pdf

23. AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095, FLORIDA STATUTES*

Pass

Please download the below documents, complete, and upload.

- [AFFIDAVIT REGARDING UNAUTHO...](#)

AFFIDAVIT_REGARDING_UNAUTHORIZED_ALIENS_UNDER_448.095,_FLORIDA_STATUTES.pdf

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

Invitation To Bid - Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

Page 7

[AUM CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

ITB No. 2025-24

Signalization of NW 33rd St and NW 92nd Ave and Median Extension of NW 33rd St and NW 97th Ave

24. REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES*

Pass

Please download the below documents, complete, and upload.

- [REQUIRED AFFIDAVIT REGARDIN...](#)

REQUIRED_AFFIDAVIT_REGARDING_THE_USE_OF_COERCION_FOR_LABOR_AND_SERVICES.pdf

25. IRS Form W-9*

Pass

AUM_Construction_W-9.pdf

26. Statement*

Pass

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 the management of the entity.

Confirmed

BIDDER REFERENCES

The Bidder is to provide a minimum of three (3) references that best exemplify projects they have completed that are similar to the project the City is procuring.

Bidder	AUM Construction, Inc.
Years in Business	19

Identify past and current client references where your company has provided similar services to those identified in this ITB. Additional tables may be added by completing additional copies of this form as needed.

Project No. 1			
Project Name:	T6563		
Project Description:	Traffic Signal improvements at Various locations		
Budget/Cost:	\$565,000.00	Contract Dates:	1/3/2023 - 6/25/2023
Owner Name:	FDOT District 6	Reference Name:	Franch Perdomo
Reference Phone No.:	786-447-4295	Reference Email:	franche.perdomo@dot.state.fl.us
Project No. 2			
Project Name:	E4V50		
Project Description:	Traffic Signal improvements		
Budget/Cost:	\$2,437,437.00	Contract Dates:	11/29/2022 - 4/15/2023
Owner Name:	FDOT District 4	Reference Name:	Arie Saraga
Reference Phone No.:	954-275-0602	Reference Email:	asaraga@chasolutions.com
Project No. 3			

Project Name:	T6541		
Project Description:	Traffic signal and Street Lighting Improvements		
Budget/Cost:	\$ 1,849,939.00	Contract Dates:	2/15/2024 - 2/22/2025
Owner Name:	FDOT District 6	Reference Name:	Omar Medina
Reference Phone No.:	305-820-8333	Reference Email:	omar@floridaengineering.net

LIST OF PROPOSED SUBCONTRACTORS

The Respondent must list all Proposed Subcontractors to be used on this project if they are awarded the contract.

SCOPE OF USE	SUBCONTRACTOR NAME, ADDRESS, & LICENSE NUMBER
N/A	

If, prior to Notice of the Award, the City or the Contractor has a 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.

RESPONDENT AFFIDAVITS

Business Name: AUM Construction, Inc.

D.B.A.: _____ Federal I.D. No.: 208608887

Business Address: 8900 NW 119 St

City: Hialeah Gardens State: FL Zip: 33018

I, the undersigned affiant, do swear and affirm that I am an authorized agent of the above-named business ("Bidder") and authorized to make the following statements and certifications on Bidder's behalf:

1. Ownership Disclosure

Pursuant to City Code Section 2-384, the above-named Bidder hereby discloses the following principals, individuals, or companies with five percent (5%) or greater ownership interest in Bidder (supplement as needed):

Name	Address	% Ownership
Humberto Ortiz	278 Atlantic Ave Sunny Isles FL 33160	100

The above-named Bidder hereby discloses the following subcontractors (supplement as needed):

Name	Address	% Ownership
N/A		

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.

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 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.
- 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.
- 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.

AUM Construction, Inc.

11/11/25

Bidder's Name

Date Signed

[Handwritten Signature]

Humberto Ortiz President

Affiant Signature

Affiant Name & Title (Printed)

STATE OF FL

COUNTY OF miami Dade

The foregoing instrument was affirmed, subscribed, and sworn to before me this 19th day of November, 2025 by means of physical presence or online notarization, by Humberto Ortiz who is personally known to me or who produced the following identification:

[Notary Seal]

Notary Public for the State of FL

My commission expires: 10/4/27

[Handwritten Signature]



CONFLICT OF INTEREST DISCLOSURE

Business Name: AUM Construction, Inc.

D.B.A.: AUM Construction, Inc. Federal I.D. No.: 208608887

Business Address: 8900 NW 119 ST

City: Hialeah Gardens State: FL Zip: 33018

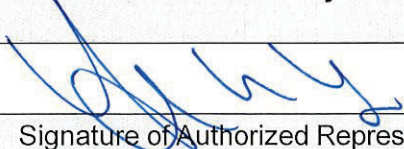
Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral's conflict of interest policies as stated within the certification section below. If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
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: <u>N/A</u> _____ _____ _____	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe below) <u>N/A</u> _____ _____ <input checked="" type="checkbox"/> No Conflict of Interest

**Disclosing a potential conflict of interest does not automatically 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:

	11/11/25	Humberto Ortiz
Signature of Authorized Representative	Date	Printed Name of Authorized Representative

CERTIFICATE OF AUTHORITY

STATE OF FL

SS: COUNTY OF Miami-Dade

(IF CORPORATION): I HEREBY CERTIFY that at a meeting of the Board of Directors of AUM Construction, Inc., a corporation existing under the laws of the State of FL, held on November, 2025, the following resolution was duly passed and adopted:

RESOLVED, that Humberto Ortiz, as President of the Corporation, be and is hereby authorized to execute the bid dated November 11th, 2025, to the City of Doral on behalf of this Corporation, and that such execution, attested by the Secretary of the Corporation and with the corporate seal affixed, shall be the official act and deed of this Corporation.

(IF PARTNERSHIP): I HEREBY CERTIFY that at a meeting of the Partners of _____, a partnership existing under the laws of the State of _____, held on _____, 2025, the following resolution was duly passed and adopted:

RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the bid dated _____, 2025, to the City of Doral on behalf of this Partnership, and that such execution, attested by _____, shall be the official act and deed of this Partnership.

(IF JOINT VENTURE): I HEREBY CERTIFY that at a meeting of the principals of _____, a corporation existing under the laws of the State of _____, held on _____, 2025, the following resolution was duly passed and adopted:

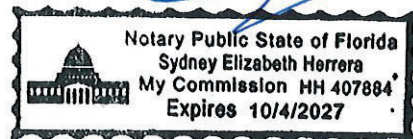
RESOLVED, that _____ is hereby authorized to execute the proposal of the Joint Venture, dated _____, 2025, to the City of Doral, and to do all acts and deeds necessary on behalf of this Joint Venture in connection therewith.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of November, 2025.

Secretary: _____

(SEAL)



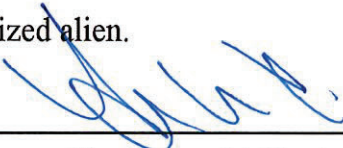
**AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095,
FLORIDA STATUTES**

RFP-2025-0

In compliance with section 2(b)(1) of 448.095, Florida Statutes,

Name of Entity AUM Construction, Inc

hereby affirms that it does not employ, contract
with, or subcontract with an unauthorized alien.

<u>Humberto Ortiz</u>	<u>President</u>	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
<u>AUM Construction, Inc.</u>		<u>11/11/25</u>

<u>8900 NW 119 ST Hialeah Gardens</u>	<u>FL</u>	<u>33018</u>
Name of Entity	State	Zip Code
<u>8900 NW 119 ST Hialeah Gardens</u>	<u>FL</u>	<u>33018</u>
Address of Entity	State	Zip Code


Notary Public Information

Notary Public State of FL County of Miami Dade
Subscribed and sworn to (or affirmed) before me this 19th day of 20 25

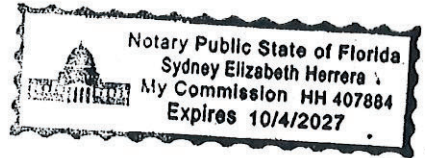
By Humberto Ortiz

He or she is personally known to me or has produced identification

Type of identification produced

	<u>HH 407884</u>
Signature of Notary Public	Serial Number

<u>Sydney Herrera</u>	<u>10/4/27</u>	
Print or Stamp of Notary Public	Expiration Date	Notary Public Seal



**REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR
LABOR AND SERVICES**

RFP-2025-09

Contractor Name: AUM Construction, Inc.
Contractor FEIN: 208608887
Contractor's Authorized Representative Name and Title: Humberto Ortiz President
Address: 8900 NW 119 St
City: Hialeah Gardens State: FL Zip: 33018
Phone Number: 305-456-4848
Email Address: ho@auminc.us

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Doral, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: Humberto Ortiz President

Date: 11/11/25

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AUM Construction, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 8900 NW 119th St	Requester's name and address (optional)
6 City, state, and ZIP code Hialeah Gardens, Fl 33018	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
2	0		-	8	6	0	8	8	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 11/11/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.