RESOLUTION No. 26-237

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDING INVITATION TO BID ITB #2026-24 "NW 41 STREET & 104 AVENUE INTERSECTION IMPROVEMENTS" TO AUM CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINETY-EIGHT THOUSAND, NINE HUNDRED EIGHTY DOLLARS AND 00/100 ($298,980.00) 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, on January 2025 the City of Doral (the "City") Public Works Department ("PWD") executed Work Order No. 5 with Kimley Horn and Associates ("Kimley-Horn") to provide the provision of design and permitting services for the new sidewalk improvements at NW 104th Avenue from NW 33rd Street to NW 41st Street; and

WHEREAS, during the design process for the sidewalk on NW 104th Avenue from NW 33rd Street to NW 41st Street, the consultant submitted the plans to Miami-Dade County ("MDC") for permit application review and approval; and

WHEREAS, as part of the revision, MDC traffic signal and sign is requiring the inclusion of signalization design services, such as pedestrian crossing, curb ramps, median nose modifications, and signing and pavement markings for the intersection of NW 104th Avenue and NW 41st Street; and

WHEREAS, the objective is to enhance pedestrian crossing safety and improve north-south mobility via the proposed sidewalk's connection at the northern terminus of NW 41st Street; and

WHEREAS, the Department of Public Works and Procurement and Asset Management Department, prepared ITB No. 2026-24 to solicit qualified and experienced contractors to construct proposed intersection improvements at NW 41st Street and NW 104th Avenue; and

WHEREAS, on October 13, 2026, the City received and publicly opened thirteen (13) timely proposals from the following respondents:

- AGC Electric
- AUM Construction, Inc.
- Florida Sol Systems, Inc.
- H & J Paving, Inc.
- Homestead Concrete & Drainage
- Horsepower Electric, Inc.
- H & R Paving Inc.
- Maestre Construction, Inc.
- Metro Express Inc.
- Neo Construction Group, Corp.
- SC Contractors LLC
- The Stout Group, LLC
- Wrangler Construction

WHEREAS, as a result of the Procurement Department's due diligence regarding the responsive and responsible review of the thirteen (13) bidders, AUM Construction, Inc., was the firm deemed the lowest responsive and responsible bidder; and

WHEREAS, based on this review, and with the support of the Public Works Department, the Procurement Department recommends awarding ITB No. 2026-24 – NW 41st Street and NW 104th Avenue Intersection Improvements to AUM Construction, Inc. for a total cost of Two Hundred Ninety Eight Thousand, Nine Hundred Eighty Dollars and 00/100 ($298,980.00); and

WHEREAS, funding for this request is available in the Public Works Department Transportation Fund, Account Num. 101.80005.500633.

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 2026-26 NW 41st Street and 104th Avenue Intersection Improvements 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 Two Hundred Ninety Eight Thousand, Nine Hundred Eighty Dollars and 00/100 $298,980.00, 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 Vice Mayor Pineyro who moved its adoption. The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilman Peter Espinosa	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 18 day of November, 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 _____ 20____ 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, FL 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, ITB No. 2026-24 NW 41st and NW 104th Avenue Intersection Improvements ("ITB"), 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 Gabriela P. Ramirez, P.E. of Kimley-Horn, dated 1/08/2024 for the design of NW 41st and NW 104th Avenue intersection improvements 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 consequently for a period of **one hundred and Twenty (120) calendar days**. Work shall be completed ("Final Completion") and shall be ready for final payment in accordance with the Contract Documents within thirty (30) calendar days from the date substantial completion is accepted.

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.

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 No progress payment shall be made until CONTRACTOR delivers to the CITY 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. 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 A 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 place 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, then shall be deemed severable, and in 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 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.

9.10 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 Sardinas, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

WITH COPY TO:

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

FOR CONTRACTOR:

AUM Construction, Inc.

8900 NW 119th Street

Hialeah Gardens, FL 33018

9.11 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.

9.12 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.

9.13 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 "B".

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_____
By:_____
(*Signature and Corporate Seal*)

_____
(*Print Name and Title*)

CONTRACTOR: AUM Construction, Inc.

_____
(*Signature*)

_____
(*Print Name and Title*)

_____ day of _____, 20___.

ATTEST

_____
Connie Diaz, City Clerk

CITY OF DORAL

_____
Zeida Sardinas, City Manager

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

_____
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.