



August 26, 2016

Mr. Kevin Jennings
IMR Contracting Corp. D/B/A Jennings Engineering and Construction
40 SW 13 Street, Unit 301
Miami, Florida 33130
kevin@jecinc.us

Re: **Recommendation for Award**
Request for Price Quotation (RPQ) No. 20160203 (MCC 7040 Plan)
Drainage Cleaning and Video Inspection for Multiple Sites

Dear Mr. Jennings:

This letter will serve as your notification that you have been recommended for award for the above referenced RPQ based on your Price Quotation submitted on Friday, August 19, 2016. The total RPQ amount is for **\$249,415.52**. This includes a base contract amount of **\$222,246.00**, a contingency amount of **\$22,224.60**, and dedicated allowances totaling **\$4,944.92**. The contract duration is established as **70-calendar days**. However, the recommendation of award is contingent upon the submission of the required items listed below:

1. Performance and Payment Bond as required in Contract No. MCC 7040 Plan, Section 2.0 Special Conditions, Page 16, Article 2.11, **PERFORMANCE AND PAYMENT BOND**. (The **original attached documents** must be used and three (3) sets must be provided).
2. Letter from Bonding Agent granting Miami-Dade County authorization to date the Performance Bond.
3. Copies of current insurance certificates.
4. Copies of required license(s).
5. I.D. Card: Florida Dept. of Insurance
6. Job Clearinghouse Affidavit Form C

The preceding documents are required as outlined within the Contract MCC 7040 Plan and to be submitted within 10 business days. Failure to submit the document(s) within the specified time, or any extension granted, will result in the award being rescinded.

Subsequent to the review and approval of the aforementioned documents, you are required to obtain the required permits in the time stipulated in the RPQ. Upon obtaining the permit(s), a copy(s) must be submitted to the Project Manager prior to commencement of work. No work is to be performed without a permit unless the Project Manager issues a written directive to proceed without permit(s).

This letter will also serve as a reminder that this contract is a Small Business Enterprise – Construction (SBE-Con) 100% set-aside. All construction work must be performed by contractors certified in accordance with Section 10-33.02 of the Code of Miami-Dade County. The scope of work must be performed in accordance with the terms and conditions, all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations.

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Additionally, please be advised that your firm must have the resources to ensure work proceeds without delay once the "Notice to Proceed" is issued. Lack of equipment, personnel or additional contracts with similar completion schedules, will not be reason for delay.

No award of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until a purchase order for this RPQ has been approved and issued, and a Notice to Proceed has been executed.

Should you have any questions, please contact me at (305) 375-2930.

Sincerely,



Alejandro Martinez-Esteve, RA, LEED AP
Manager, Department of Transportation and Public Works (DTPW) Capital Improvements

AM:lc

c: Manuel O. Garcia, DTPW
Bassam Moubayed, DTPW
Rene Idarraga, P.E., DTPW
Leo Salgueiro, DTPW
Alejandro Barrios, DTPW
Alfredo Muñoz, P.E., DTPW
Elva Reyes, DTPW
Alvaro Castro, DTPW
Marcia Martin, ISD
Laurie Johnson, ISD
Alice Hidalgo-Gato, ISD
Catherine Forte, ISD
Belkis Zarate, ISD
Clerk of the Board
Project File

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 20 __, between Principal and Miami-Dade County for the construction of _____ Project No. _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract; then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 __.

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner
must be attached)

By: _____
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)