

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
NO EQUAL DESIGN
FOR
REINSTALLATION OF SHADE CANOPIES AT CITY PARKS**

THIS AGREEMENT is made between **NO EQUAL DESIGN**, an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, the City of Doral (the “City”) removed all shade canopies in city parks as part of the preparation for Hurricane Dorian; and

WHEREAS, the City of Doral has a need to reinstall all the shade canopies in city parks; and

WHEREAS, staff obtained proposals from vendors to perform the reinstallation of the shade canopies and found that the proposal from NO Equal Design was the lowest and most responsive and responsible; and

WHEREAS, during the November 19, 2019 Council Meeting, the Mayor and City Council-Members approved Resolution #19-277 waiving the competitive bid process as pursuant to section 2-321 of the City of Doral Code of Ordinances and authorizing the City Manager to negotiate and enter into an agreement with NO Equal Design for the provisions of reinstalling the shade canopies at city parks.

AGREEMENT

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

1. **Scope of Services/Deliverables.**
 - 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services for the provision of providing services in relation to the reinstallation of shade canopies at city parks as contemplated herein.
 - 1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services found in **Exhibit “A”**, which is attached to this Agreement and incorporated herein and made part hereof by this reference.

1.3 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and work shall be completed within thirty (30) calendar days after the date specified in the Notice to Proceed, unless earlier terminated in accordance with Paragraph 8. Continuation of the Agreement beyond the initial term, is a City prerogative, and not a right of the Provider.

3. **Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

X An amount not to exceed FIFTY-THREE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$53,200.00) regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Provider's proposal (Exhibit B). Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

3.2 The City has included a 10% contingency for this work in the amount of FIVE THOUSAND THREE HUNDRED TWENTY DOLLARS AND NO CENTS (\$5,320.00). Use of contingency funds must be approved by the City.

3.3 The City shall pay Provider in accordance with the Florida Prompt Payment Act.

3.4 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **City's Responsibilities.**

- 4.1 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 4.2 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports, and other data pertinent to the services to be provided by the Provider, in possession of the City.

5. **Provider's Responsibilities.**

- 5.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

6. **Termination.**

- 6.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 6.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 6.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 6.4.
- 6.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the

date of the written notice of termination or the date of expiration of this Agreement.

7. **Insurance.**

7.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit "C"**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

7.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

8. **Nondiscrimination.**

8.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

9. **Attorneys' Fees and Waiver of Jury Trial.**

9.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

9.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

10. **Indemnification.**

10.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-

performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement.

- 10.2 The provisions of this section shall survive termination of this Agreement.
- 10.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

11. **Notices/Authorized Representatives.**

- 11.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
 City Attorney
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

For The Provider: Niel Otto
 President
 NO Equal Design Company
 6995 NW 46th Street, Suite A
 Miami, FL 33166

12. **Governing Law.**

12.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

13. **Entire Agreement/Modification/Amendment.**

13.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

13.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

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

14.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

14.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

14.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

14.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

14.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;

15. **No assignability.**

15.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

16. **Severability.**

16.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

17. **Independent Contractor.**

17.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

18. **Representations and Warranties of Provider.**

18.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Provider, and its employees shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and
- (d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

19. **Compliance with Laws.**

- 19.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- 19.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider.

20. **Non-collusion.**

- 20.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

21. **Truth in Negotiating Certificate.**

- 21.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current.

Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

22. **Waiver**

22.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. **Survival of Provisions**

23.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

24. **Prohibition of Contingency Fees.**

24.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

25. **Force Majeure.**

25.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

26. **Counterparts**

26.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

27. **Interpretation.**

27.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

27.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

28. **Discretion of City Manager.**

28.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

29. **Third Party Beneficiary**

29.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

30. **No Estoppel**

30.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL



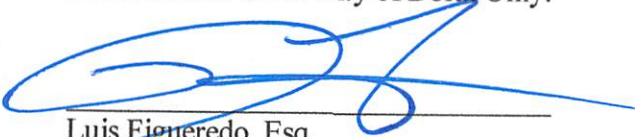
Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager


Date: Dec. 3, 2019

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

NO Equal Design Company

By: 

Its: CASPARUS P. OTTO
Date: 11/27/2019

Exhibit “A”

Scope of Services

Scope of Services

1. Provider shall at all times employ, maintain and assign to the performance of the work a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the work to be performed.
2. Provider agrees to adjust staffing levels or to replace any staff personnel if so ordered by the City, should the City make a determination in its sole discretion, that said staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such position.
3. Provider warrants and represents that its staff personnel have proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses necessary to perform the work, in a competent and professional manner.
4. Provider shall at all times cooperate with the City and coordinate its respective work efforts to most effectively progress the performance of the work.
5. Provider agrees that he/she shall work continuously at the project(s) site(s) for the full duration of the project(s) to ensure timely completion of the project(s).
6. Provider may request to the City to work extended hours to complete the work. The City shall make the final decision on allowing for extended working hours.
7. The Provider shall meet onsite with a City representative prior to any work commencing.
8. The Provider shall assign a "Project Manager" to this work. The "Project Manager" shall be available to meet with the City or address any issues with the work.
9. The Provider will be responsible for supplying all materials, labor, and equipment necessary to complete the work in a timely manner. The City will not provide any labor, materials, or equipment.
10. The Provider will be responsible for any and all damages to surrounding areas while performing the work. Damages are to be repaired at no additional cost to the City.
11. The Provider must have an on-site supervisor at all times while work is being performed.

12. The Provider must follow and abide by all OSHA and any other applicable agency's regulations when performing the work.
13. The Provider shall comply with all federal, state and local laws, statues, ordinances, permitting, and regulations that are applicable in the performance of this work.
14. The Provider will only be permitted to store equipment and tools at a pre-defined location selected by the Parks & Recreation Department.
15. Provider shall inform the City if shade fabric(s) is damaged prior to reinstalling the shade.
16. Provider shall inform the City of any issues with the hardware removed from each shade.
17. Provider shall re-install all shade fabrics per manufacturer guidelines.

Facility	Location and Quantity	Manufacturer(s)
Morgan Levy Park	Soccer East- 3 @ 18 x 14 Soccer Central- 3 @ 23 x 24 Soccer West- 3 @ 18 x 14 Playground- 6 @ 14 x 15 x 15 6 @ 14 x 15 x 15 6 @ 11 x 11 x 10 Building Awning- 1 @ 7 x 60	Ball Fabrics
Doral Meadow Park	Baseball- 4 @ 12 x 25 x 12 Soccer East- 2 @ 22 x 15 Soccer Central- 2 @ 25 x 25 Soccer West- 2 @ 22 x 15 Playground- 6 @ 21 x 21 x 19	Ball Fabrics
Doral Legacy Park	Basketball - 3 @ 33 x 11 6 @ 15 x 6 Baseball- 2 @ 22 x 10 Soccer- 4 @ 22 x 10 Football – 2 @ 70 x 12 Playground – 1 @ 40 x 37 x 43 1 @ 43 x 28 x 34 2 @ 20 x 20 x 20 1 @ 23 x 20 x 25 1 @ 24 x 20 x 20 x 23	Shade Systems Skyways by Landscape Structures
Downtown Doral Park	Playground- 2 @ 20 x 41 x 28 2 @ 42 x 44 x 20 1 @ 30 x 35 x 30	Shade Systems

Veterans Park	Playground- 2 @ 28 x 29	Ball Fabrics
Trails & Tails Park	Pavilions- 3 @ 11 x 12 Playground – 1 @ 46 x 46 x 35 1 @ 38 x 35 x 21 1 @ 28 x 28 x 22 1 @ 20 x 20 x 24 1 @ 25 x 32 x 20	Shade Systems
Doral Glades Park	Playground- 1 @ 30 x 30 1 @ 24 x 24 Amphitheatre- 1 @ 11 x 39 1 @ 39 (west) x 31 (north & south) x 62 (east)	Skyways by Landscape Structures Superior Shade

Should the City determine that the shade fabrics were not re-installed per manufacturer guidelines, the Provider will be responsible to correct the work at no cost to the City prior to final acceptance.

18. Provider shall dispose of all debris offsite.

Acceptance of Work

Should any work not meet the expectations of the City, the Provider shall be required to correct the fault or faults at his/her expense in both time and material.

Exhibit “B”

NO Equal Design Proposal

**QUALITY IS A HABIT
NOT AN ACTION**

NO Equal Design Company

6995 NW 46 Street, Suite A
MIAMI, FL, 33166

www.noequaldesign.com

E-MAIL: nielotto@noequaldesign.com

PH: 305-436-7961

FAX: 305-436-7962

REP:

DATE: 9/20/2019

REF# 091813577

CUSTOMER

CITY OF DORAL
MICHAEL FESTA
8401 NW 53RD TERRACE
DORAL, FL 33166

E-MAIL: Michael.Festa@cityofdoral.com

PH: 305-593-6600

FAX:

CONTACT:

PO #

Q...	ITEM	DESCRIPTION	TOTAL
	INSTALLATION	REINSTALL FABRIC COVERS AFTER HURRICANE DORIAN - VARIOUS PARKS MORGAN LEVI PARK SOCCER COMPLEX (OLD STYLE - BALL PRODUCTS) NINE (9) HIP STYLE SHADE STRUCTURES OVER BLEACHERS PLAYGROUND (VERY HIGH FRAMED SAILS - BALL PRODUCTS) THREE (3) PLAYGROUND SHADE STRUCTURES EACH WITH SIX (6) TRIANGULAR SAILS	13,300.00
	INSTALLATION	MORGAN LEVY PARK BUILDING AWNING	2,800.00
	INSTALLATION	TRAILS AND TRAILS PARK PAVILION (SLIDE AWNING MOLDING) THREE (3) CURVED STYLE SHADE STRUCTURES PLAYGROUND (OLD STYLE - INTEGRATED TENSION WITH SINGLE CABLE AND CLAMPS) FIVE (5) PLAYGROUND SHADE SAILS	4,800.00
	INSTALLATION	VETERANS PARK PLAYGROUND (OLD STYLE - NO TENSION - BALL PRODUCTS) TWO (2) HIP STYLE SHADE STRUCTURES OVER BLEACHERS INCLUDES NEW CABLES AND CABLE CLAMPS (CABLES WERE CUT) EXCLUDES IN FIELD WELDING TO REPAIR FABRIC HOOKS	3,900.00
APPROVED PAYMENT PLAN		SUBTOTAL	
		SALES TAX (0.0%)	
		TOTAL	

SIGNATURE

DATE

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DATE: 9/20/2019

REF# 091813577

CUSTOMER

CITY OF DORAL
MICHAEL FESTA
8401 NW 53RD TERRACE
DORAL, FL 33166

E-MAIL: Michael.Festa@cityofdoral.com

PH: 305-593-6600

FAX:

CONTACT:

PO #

Q...	ITEM	DESCRIPTION	TOTAL
	INSTALLATION	DOWNTOWN DORAL PARK (NEW INTEGRATED TENSION - SHADE SYSTEMS) PLAYGROUND FIVE (5) TRIANGULAR SAILS	4,200.00
	INSTALLATION	DORAL MEADOW PARK (ALL OLD STYLE - NO TENSION - BALL PRODUCTS) BASEBALL FOUR (4) HIP STYLE SHADE STRUCTURES OVER BLEACHERS TURF EAST TWO (2) HIP STYLE SHADE STRUCTURES OVER BLEACHERS TURF CENTRAL TWO (2) HIP STYLE SHADE STRUCTURES OVER BLEACHERS TURF WEST TWO (2) HIP STYLE SHADE STRUCTURES OVER BLEACHERS PLAYGROUND (VERY HIGH FRAMED SAILS - BALL PRODUCTS) ONE (1) PLAYGROUND SHADE STRUCTURE WITH SIX (6) TRIANGULAR SAILS	9,200.00

APPROVED PAYMENT PLAN

SUBTOTAL

SALES TAX (0.0%)

TOTAL

SIGNATURE

DATE

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www.noequaldesign.com	
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PH: 305-436-7961	FAX: 305-436-7962
REP:	DATE: 9/20/2019
REF#	091813577

<u>CUSTOMER</u>	
CITY OF DORAL MICHAEL FESTA 8401 NW 53RD TERRACE DORAL, FL 33166	
E-MAIL: Michael.Festa@cityofdoral.com	
PH: 305-593-6600	FAX:
CONTACT:	
PO #	

Q...	ITEM	DESCRIPTION	TOTAL
	INSTALLATION	DORAL LEGACY PARK BASKETBALL (SLIDE AWNING MOLDING) NINE (9) CURVED STYLE SHADE STRUCTURES BASEBALL (SLIDE AWNING MOLDING) TWO (2) CURVED STYLE SHADE STRUCTURES SOCCER (SLIDE AWNING MOLDING) FOUR (4) CURVED STYLE SHADE STRUCTURES FOOTBALL (SLIDE AWNING MOLDING) TWO (2) CURVED STYLE SHADE STRUCTURES PLAYGROUND (NEW INTEGRATED TENSION - SHADE SYSTEMS) SIX (6) TRIANGULAR SAILS	10,500.00
	INSTALLATION	DORAL GLADES PARK PLAYGROUND ONE HIP SHADE STRUCTURE AT 30' X 30' ONE HIP SHADE STRUCTURE AT 24' X 24' AMPHITHEATER VERY HIGH AND LARGE SHADE SAILS IN SLIDING MOLDINGS NEED EQUIPMENT TO INSTALL	4,500.00

APPROVED PAYMENT PLAN	SUBTOTAL
	SALES TAX (0.0%)
	TOTAL

SIGNATURE

DATE

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REP:	DATE: 9/20/2019
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<u>CUSTOMER</u>	
CITY OF DORAL MICHAEL FESTA 8401 NW 53RD TERRACE DORAL, FL 33166	
E-MAIL: Michael.Festa@cityofdoral.com	
PH: 305-593-6600	FAX:
CONTACT:	
PO #	

Q...	ITEM	DESCRIPTION	TOTAL
	NOTE	ESTIMATE IS PACKAGE PRICE BECAUSE WE'RE FAMILIAR WITH ALL THESE STRUCTURES FROM PREVIOUS ESTIMATE (HURRICANE IRMA) WE DID NOT VISIT EACH SITE BUT BASED OUR ESTIMATE ON KNOWLEDGE OF THESE STRUCTURES NO ALLOWANCE FOR REPAIRS TO STRUCTURES OR FABRIC COVERS INCLUDED WE WILL HAVE REPLACEMENT CABLE CLAMPS ON OUR TRUCKS AT NO EXTRA CHARGE	0.00T
APPROVED PAYMENT PLAN		SUBTOTAL	\$53,200.00
		SALES TAX (0.0%)	\$0.00
		TOTAL	\$53,200.00

ACCEPTANCE OF PROPOSAL: Proposal valid for 30 days
Signature will indicate that the above prices and conditions are hereby accepted, and authorization given to do the work. Payment will be as above. Any past due invoices are subject to a 1.5% monthly finance charge. Invoices turned over to a third party for collection are subject to a 33% collection fee and all other applicable fees and costs. Attorney fees and related costs (incl. court costs) will be paid by customer in case of legal action. Product shall remain the property of NO Equal Design Company until payment is received in full. All warranties will be void unless payment is received as agreed.
IMPORTANT NOTE: Unless otherwise stated in writing, fabric must be removed when a hurricane, tornado or snow is predicted or warnings for the above posted in the area.

SIGNATURE	_____	DATE	_____
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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

OTTO, CASPARUS DANIEL

NO EQUAL DESIGN COMPANY
6995 NW 46 ST.
SUITE A
MIAMI FL 33166

LICENSE NUMBER: CBC1254320

EXPIRATION DATE: AUGUST 31, 2020

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Exhibit “C”

Insurance Requirements

INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$1,000,000

Policy Aggregate \$2,000,000

Personal & Advertising Injury \$1,000,000

Products & Completed Operations \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

Contingent & Contractual Liability

Premises and Operations Liability

Primary Insurance Clause Endorsement

Explosion, Collapse & Underground Hazard

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage

Combined Single Limit

Any Auto/Owned Autos or Scheduled Autos

Including hired and Non Owned Autos

Any One Accident \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation
Statutory- State of Florida

Employer's Liability

- A. Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella/Excess Liability (Excess Follow Form)

- A. Limits of Liability
- | | |
|------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Policy Aggregate | \$1,000,000 |

City of Doral listed as an additional insured

V. Owners & Contractor's Protective

- A. Limits of Liability
- | | |
|------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Policy Aggregate | \$1,000,000 |

City of Doral listed as the named insured

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

RESOLUTION No. 19-277

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES, FOR THE REINSTALLATION OF SHADE CANOPIES AT CITY PARKS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH NO EQUAL DESIGN FOR REINSTALLING SHADE CANOPIES AT CITY PARKS FOR AN AMOUNT NOT TO EXCEED \$53,200.00 PLUS A 10% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT OF \$58,520.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On August 30, 2019, the City of Doral Parks & Recreation Department began its hurricane preparation in anticipation of the potential impact from Hurricane Dorian. As part of the hurricane preparation process, the Parks & Recreation Department removed all shade canopies from its facilities to ensure that the canopies were not damaged by the storm and that the infrastructure which holds the canopies were not damaged as well; and

WHEREAS, Upon Hurricane Dorian clearing the South Florida area, the Parks & Recreation Department began to contact vendors and work on obtaining proposals for the re-installation of the shade canopies at park facilities. Staff obtained several proposals from vendors and found that the proposal from NO Equal Design to be the lowest, most responsible, and responsive proposal; and

WHEREAS, Staff respectfully requests to waive the competitive bid process to section 2-321 of the City Code of Ordinances, for the reinstallation of shade canopies at parks by NO Equal Design in an amount not to exceed \$53,200.00 plus a 10% contingency for a total not to exceed amount of \$58,520.00.

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

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

Section 2. Approval & Authorization. The Mayor and City Council hereby authorize the City Manager to negotiate and enter into an agreement with NO Equal Design for the reinstallation of shade canopies at parks in an amount not to exceed \$53,200.00 plus a 10% contingency for a total not to exceed amount of \$58,520.00. Funding for this service will come from account 107.90005.500460.

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

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

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

Mayor Juan Carlos Bermudez	Not Present at Time of Vote
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 19 day of November, 2019.




JUAN CARLOS BERMUDEZ, 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:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY