

INSTALLATION SERVICES AGREEMENT

THIS INSTALLATION SERVICES AGREEMENT (the "Agreement") is entered this 13 day of September, 2018, by and between the **City of Doral**, Florida, a Florida municipal corporation whose address and principal place of business is 8401 NW 53rd Terrace, Doral, Florida 33166, (the "City"), and **Regal Contractors, Inc.**, an active, for-profit Florida corporation whose address and principal place of business is 1220 S.W. Squire Johns Lane, Palm City, Florida 34990 (the "Contractor"). The City and Contractor may be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

WHEREAS, the City has a need to install outdoor fitness equipment at Doral Meadow Park and Trails & Tails Park (the "Project"); and

WHEREAS, the City issued Invitation to Bid ("ITB") # 2018-16 on May 30, 2018 for the provision of installing outdoor fitness equipment at city parks; and

WHEREAS, Regal Contractors, Inc. was found to be the most responsive, responsible bidder and was awarded ITB# 2018-16 by Council during the August 8, 2018 meeting (Resolution No. 18-117); and

WHEREAS, the City desires to engage the Contractor, and the Contractor desires, to provide the services as specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 the Parties acknowledge, the Contractor and the City agree as follows.

1. **Scope of Services/Deliverables.**

- (a) The Contractor shall provide those services (the "Work") as specified in RFP # 2018-16 and as attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference. Contractor shall be responsible for supplying all personnel, equipment, labor, materials, means of transport, services and tools incidental and/or necessary to complete the Work.

2. **Term/Commencement Date and Liquidated Damages.**

- (a) The Contractor shall not commence work until the City issues to Contractor a written Notice to Proceed. The Contractor agrees that the Work shall be substantially completed within **ninety (90)** calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and fully completed and ready

for final payment in accordance with the Agreement Documents within one-hundred twenty (120) calendar days after the date specified in the Notice to Proceed ("Final Completion"). The City Manager may extend the term of this Agreement up to an additional sixty (60) days at his sole discretion based upon the recommendation of the City's Community Services Director, City Engineer or Utilities Director.

- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in this Agreement, unless extended by the City Manager. The City shall issue a written notice identifying the date the Work is deemed fully complete, which shall be the Final Completion date.
- (c) The Contractor agrees to provide the City, and, thereafter, uphold, the warranty on as outlined in Request for Proposals # 2018-16.
- (d) 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 herein, plus any approved extensions thereof allowed by the City. The Contractor also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by City if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages to compensate the City, and not as a penalty for delay or as an incentive to complete on time, Contractor shall pay City \$100.00 for each calendar day that expires after the time specified for Substantial Completion of the Work. After Substantial Completion, if Contractor fails to fully complete the Work within the time specified for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City \$150.00 for each calendar day that expires after the time specified for Final Completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified herein bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City's reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the Work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.
- (e) Should the Substantial Completion and/or Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set above because of lack of performance by the Contractor, it is



understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the City including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.

- (f) Monies due to the City for liquidated damages and/or actual damages 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.

3. **Compensation and Payment.**

- (a) As compensation for the Work, the City agrees to pay the Contractor a fee in the amount of FIFTY THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS and ZERO CENTS (\$50,175.00), in accordance with Contractor's Proposal attached as **Exhibit "B"** (the "Fee"). The Fee shall be paid as a lump sum payment within thirty days of receiving notice of Final Completion and a corresponding invoice from the Contractor.
- (b) The City has included a 10% contingency for this work in the amount of FIVE THOUSAND SEVENTEEN DOLLARS and FIFTY CENTS (\$5,017.50). Use of contingency funds must be approved by the City.
- (c) The Contractor shall invoice the City once the project has been completed. The invoice shall provide a detailed statement of the Work performed by Contractor for the period of time covered by the invoice. Contractor shall use the form attached hereto as **Exhibit "C"**, or such other form as may be provided by City from time to time.
- (d) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and, within fifteen (15) calendar days, the Parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within five (5) days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete.
- (e) If a dispute should occur regarding a submitted invoice, an item in the Final Punch list, or any portion of the completed Work, the City Manager may withhold payment of the disputed amount or such amount that represents the value of the disputed item in the Final Punch list or portion of the completed Work, and the City Manager may pay to the Contractor the undisputed portion of the Fee. Upon written request of the Finance Director, the Contractor shall provide written documentation



to justify the disputed invoice. Within five (5) days of notice to the Contractor of the dispute/retained amount, the City and the Contractor shall work in good faith to reach a resolution as to the dispute. If a mutually agreed upon resolution cannot be reached, any compensation disputes shall be decided by the City Manager, whose decision shall be final. Any remaining undisputed and/or settled amount of the Fee shall be paid within fifteen (15) days the City Manager's final disposition.

4. **Subcontractors.**

- (a) The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Work.
- (b) Any subcontractors used on the Work must have the prior written approval of the City Manager and be properly licensed and insured in the same amounts as the Contractor.

5. **City's Responsibilities.**

- (a) Upon request, if available, the City shall furnish maps, plans, studies, reports and other information regarding anticipated field conditions readily available and in the City's possession.
- (b) The City shall arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to inspect the site and perform the Work as may be requested in writing by the Contractor.

6. **Contractor's Responsibilities.**

- (a) Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a professional contractor under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Work, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Work or perform as intended, upon written notification from the City Manager, the Contractor shall at Contractor's sole expense, immediately correct the Work.
- (b) Contractor and its subcontractors shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose

acts any of them may be liable, shall be immediately remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has made final payment to Contractor.

- (c) On a daily basis during the course of the Work, Contractor shall maintain the site free of debris and dust so as to minimize any inconvenience to surrounding properties. Upon completion of the Work, Contractor shall remove all apparatus, debris, equipment, materials, and tools created or used to construct the Work, and except for the Work or as otherwise directed by the City return the site in the same condition as at the beginning of the Work.
- (d) If the Work will create any obstructions, road closures or traffic impacts, Contractor shall provide the City and surrounding property owners with no less than seventy-two (72) hours prior notice of the anticipated or planned obstructions, road closures or traffic impacts.

7. **Termination.**

- (a) The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Contractor, or immediately with cause. "Cause" for purposes of this Agreement shall be defined as a deficiency in the performance by the Contractor such that it causes significant delays in the rendition of the Work and/or causes the City to order the stoppage of work.
- (b) Unless directed otherwise in writing by the City Manager, upon receipt of the City's written notice of intent to terminate or notice of actual termination, Contractor shall stop the Work.
- (c) In the event of termination by the City, the Contractor shall be paid for all Work accepted by the City Manager up to and through the date of termination.
- (d) The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data properly indexed and labeled pertaining to the Work to the City, in a hard copy and/or electronic format (as specified by the City) within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Insurance **Exhibit "D"**. The carrier of such insurance 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.

9. **Nondiscrimination.**

- (a) During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

10. **Agreement Documents.**

The Agreement 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 Agreement as though physically attached as a part thereof:

Amendments/Change Orders
Agreement
Exhibits to the Agreement
Bid/Quote Documents (Addendum, Invitation to Bid/RFQ, Instructions to Bidders/Proposers, Proposal Form provided by Contractor, Notice of Award and Notice to Proceed);

CONTRACTOR AGREES THAT THERE IS NO IMPLIED OR EXPRESS WARRANTY OF CONSTRUCTABILITY WITH REGARD TO THE WORK OR DESIGN ENCOMPASSED BY THE AGREEMENT DOCUMENTS.

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

- (a) If either the City or Contractor is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.
- (b) 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.

12. **Indemnification.**

- (a) **General Indemnity.** Contractor shall indemnify, defend and hold harmless the City, its officers, and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of engineers, architects, attorney's, consultants and other professionals and trial and appellate court and arbitration costs arising out of or resulting from the performance of the Work, excluding claims arising from the sole negligence of City. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (i) any and all bodily injuries, sickness, death, disease; (ii) injury to or destruction of real property or tangible personal property, be it publicly or privately owned, including the loss of use resulting therefrom; (iii) other such damages, liabilities or



losses received or sustained by any person or persons during or on account of any operations connected with the construction of the Work including the warranty period; (iv) the use of any improper materials; (v) any construction defect including patent defects; (vi) any act or omission of Contractor or his Subcontractors, agents, servants or employees; (vii) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, his Subcontractors, agents, servants or employees; (viii) the breach or alleged breach by Contractor of any term of this Agreement, including the breach or alleged breach of any warranty or guarantee.

- (b) Defense. In the event that any claims are brought or actions are filed against the City that are encompassed by the Contractor's duty to indemnify as stated in this Agreement, the Contractor agrees to defend against all claims and actions brought against the City regardless of whether such claims or actions are rightfully or wrongfully brought or filed. City reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Contractor.
- (c) Payment of Losses. Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of City, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of City when applicable.
- (d) The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

- (a) 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: Edward A. Rojas, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A. Espino, Esq.
City Attorney
Weiss Serota, Helfman, Cole, & Bierman, PL
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Contractor: Regal Contractors, Inc.
1220 S.W. Squire Johns Lane
Palm City, FL 34990

14. **Governing Law.**

- (a) 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 in a court of competent jurisdiction.

15. **Entire Agreement/Modification/Amendment.**

- (a) 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.
- (b) 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. This Agreement may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof via a written Change Order, in such form as may be provided by City from time to time.

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

- (a) All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City. The Records shall be properly indexed and labeled.
- (b) 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 Contractor involving transactions related to this Agreement.
- (c) The City may terminate this Agreement for refusal by the Contractor 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.
- (d) Contractor 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 Chapter 119, Florida Statute, 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

17. **Nonassignability.**

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

18. **Severability.**

- (a) 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.

19. **Independent Contractor.**

- (a) The Contractor and its employees, volunteers and agents shall be and remain independent contractor 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.

20. **Compliance with Laws.**

- (a) The Contractor shall ensure that it, and all its subcontractors (at all tiers), comply with all federal, state and local applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

21. **Waiver.**

- (a) The failure of the City 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.

22. **Survival of Provisions.**

- (a) 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.

23. **Prohibition of Contingency Fees.**

- (a) The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts.**

- (a) 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.

25. **Authorization to Sign Agreement.**

- (a) The execution and delivery of this Agreement by Contractor is within Contractor's capacity and all requisite action has been taken to make this Agreement valid and binding on Contractor in accordance with its terms.

26. **Non-Exclusive Agreement.**

- (a) The services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City as determined in its sole and absolute discretion.

27. **Continuing the Work.**

- (a) Unless directed otherwise in writing by the City Manager, Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City.

28. **Changes in the Work.**



- (a) Without invalidating the Agreement and without notice to any surety, City may, at any time or from time-to-time, order additions, deletions, or revisions in the Work by a Written Amendment or Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved.
- (b) The Contract Price may only be changed by a written Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice of intent to claim delivered to the City promptly [but in no event later than three (3) business days after the first occurrence of the event giving rise to the amount of the claim]. Contractor shall deliver to the City a good faith estimate of the cost and time impacts caused by the claim causing event within seven (7) calendar days of the first occurrence of the event giving rise to the claim. Within seven (7) calendar days of the conclusion of the claim causing event, but no later than the Substantial Completion date, Contractor shall deliver to the City a full and complete written claim identifying all costs and time impacts that the Contractor believes should be paid due to the claim causing event and shall include full and final substantiation for all price and time adjustments. The City Manager will review the claim and make a decision on the request. The City Manager's decision will be final unless within seven (7) calendar days of the date of the City Manager's decision the Contractor provides the City with written notice expressly stating that the Contractor disputes the decision and intends to pursue the matter via litigation. Failure by Contractor to strictly comply with the provisions of this article will result in a waiver of the claim.

29. **Subsurface Conditions**

- (a) Information shown on the Drawings and/or indicated in the Agreement Documents as to the location of existing utilities and subsurface conditions has been prepared from the most reliable data available to the City. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character and depth of existing utilities. The City expressly disclaims any warranty as to the underground conditions to be encountered. The Contractor should not rely on locations, condition, or quantity of subsurface structures or conditions depicted on drawings, as the locations, condition, and quantities are approximations.

30. **Compensation for Delay.**

- (a) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS, DISRUPTION, INTERFERENCE, OR HINDRANCE (collectively "Delay"). Notwithstanding anything to the contrary contained in the Agreement Documents, the Contractor shall not be entitled to additional compensation for any Delay unless the Delay shall have been caused by acts constituting willful or intentional interference by the City with the Contractor's performance of the Work, and then only where such acts continue after Contractor's written notice to the City of such interference.



[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

A small, handwritten mark or signature located in the bottom right corner of the page. It appears to be a stylized, cursive signature or set of initials.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to execute same.

ATTEST:

CITY OF DORAL



Connie Diaz, City Clerk

By: 

Edward A. Rojas, City Manager

Date: 9.14.18

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF DORAL, FLORIDA ONLY:



Weiss Serota, Helfman, Cole, & Bierman, PL
City Attorney

CONTRACTOR REGAL CONTRACTORS INC

By: 

Title: PRESIDENT

Date: SEPT. 12, 2018

Exhibit “A”
Scope of Work

SECTION 3 – SCOPE OF SERVICES

3.0 Purpose

The City of Doral is seeking an experienced Contractor to install a total of thirteen (13) outdoor fitness equipment pieces at Doral Meadow Park (10 pieces) and Trails & Tails Park (3 pieces) as described below. Refer to Exhibit “B” for additional information on the pieces of equipment.

Doral Meadow Park 11500 NW 58th Street, Doral, FL 33178			
Manufacturer	Item #	Quantity	Item Description
Greenfields Outdoor Fitness	SGR2005-1-22	1	4- Person Pendulum, Abs & Dip Station
Greenfields Outdoor Fitness	SGR2005-1-26	1	2- Person Cross Country Ski
Greenfields Outdoor Fitness	SGR2005-1-42	1	2- Person Back & Arms Combo
Greenfields Outdoor Fitness	SGR2005-1-47-W	1	Wheelchair Accessible Vertical press
Greenfields Outdoor Fitness	SGR2005-1-48-W	1	Wheelchair Accessible Lat Pull Down
Greenfields Outdoor Fitness	UBX-292	1	Cardio Stepper
Greenfields Outdoor Fitness	UBX-293	1	Bench Press
Greenfields Outdoor Fitness	SGR2005-1-104	1	4- Person Leg Press
Greenfields Outdoor Fitness	UBX-217	1	Squat
Greenfields Outdoor Fitness	UBX-298	1	Leg Extension & Curl

Trails & Tails Park 11645 NW 50th Street, Doral, FL 33178			
Manufacturer	Item #	Quantity	Item Description
Greenfields Outdoor Fitness	SGR2005-1-48A-W	1	Wheelchair Accessible Chest Press
Greenfields Outdoor Fitness	SGR2005-1-71	1	Static Combo- Sit up, Pull-up, Dip Station
Greenfields Outdoor Fitness	UBX-292	1	Cardio Stepper

It is the City’s intent to select one (1) Contractor to perform contracted services for the Parks & Recreation Department under the scope of this solicitation.

The City reserves the right to remove any portion of this project should it deem it to be in the best interest of the City.

3.1 Contractor Responsibility

- 3.1.1 Contractor must be a licensed contractor capable of performing the scope of work in this ITB in Miami-Dade County and/or the state of Florida at the time the bid is submitted to the City.
- 3.1.2 The Contractor shall meet onsite with a City representative prior to any work commencing.
- 3.1.3 The Contractor shall assign a "Project Manager" to this project. The "Project Manager" shall be available seven (7) days a week to meet with the City or address any issues with the project.
- 3.1.4 The Contractor shall supply the City with an overall project schedule showing project start date and estimated completion date. In addition, the Contractor shall provide the City with weekly updates on the progress of the project.
- 3.1.5 The Contractor will be responsible for supplying all materials and equipment necessary to complete the project. The City will not provide any materials or equipment.
- 3.1.6 The Contractor will be responsible for any assembling of the outdoor fitness equipment required. Assembling of equipment must be done as per manufacturer guidelines.
- 3.1.7 Contractor shall notify the City immediately of any issues which may impact the assembling or installation of the outdoor fitness equipment. This includes but is not limited to missing hardware or pieces.
- 3.1.8 The Contractor shall provide add alternate pricing for the option to transport the outdoor fitness equipment from its current storage location (City of Doral Police/Public Works Department) to the final installation sites at Doral Meadow Park and Trails & Tails Park. Please refer to Exhibit "C" for pictures and details of crates of equipment to be transported. Pricing for this add work shall not be included as part of the total bid amount.
- 3.1.9 The Contractor will be responsible for the removal and disposal of the existing outdoor fitness equipment, surfacing, and any debris which is a result from excavation for the concrete slab. Removal and disposal of all debris must be included in the contractor's proposal.
- 3.1.10 The Contractor will be required to install a new concrete slab to surface mount equipment too as specified for each individual equipment under their installation instructions (Exhibit B) and as shown on Exhibit E.

- 3.1.11 Prior to excavating or installing the new concrete slab, the Contractor shall notify the City of any irrigation or electrical lines which may interfere or impact the location of the slab.
- 3.1.12 Finished concrete slab must meet all ADA requirements which are applicable. Any corrections needed to meet ADA requirements shall be the responsibility of the contractor to perform.
- 3.1.13 The Contractor must install all outdoor fitness equipment as per manufacturer guidelines.
- 3.1.14 The Contractor must provide a temporary barrier for the duration of the project which serves to block off the project area(s) from park patrons.
- 3.1.15 The Contractor will be responsible for any damage to city property caused by them or any of their subcontractors while performing the work.
- 3.1.16 The Contractor must have an on-site supervisor at all times while work is being performed. The on-site supervisor must speak and understand English.
- 3.1.17 The Contractor must follow and abide by all OSHA and any other applicable agency's regulations when performing the work.
- 3.1.18 The Contractor shall comply with all federal, state and local laws, statues, ordinances, permitting, and regulations that are applicable in the performance of this project.
- 3.1.19 The Contractor shall obtain all applicable federal, state, and local permits which are applicable in the performance of this project. This includes but is not limited to providing all documentation needed to obtain permits.
- 3.1.20 The City will pay City of Doral Building Department permit fees directly. The Contractor shall be responsible for running all permits.
- 3.1.21 The Contractor will be responsible to ensure that all phases of the project pass any required federal, state, or local inspections. The Contractor will be responsible to remedy any issues resulting from any failed inspections.
- 3.1.22 The Contractor will only be permitted to store equipment and tools at a pre-defined location selected by the Parks & Recreation Department.

3.3 Warranty

- 3.3.1 The Contractor shall warrant all work performed under this project for a minimum period of one (1) year from the date of completion.

3.4 Proposal Format

Each proposer shall be responsible for preparing an effective, clear, and concise proposal. Proposals shall be submitted in the following format in order listed below with each element requested and/or furnished as specified to facilitate evaluation of the proposals. **Failure to adhere to the required format may be cause for rejection of proposal.** The content and sequence of the proposal must be as follows:

A. Title Page

Show the name of the proposer's agency/firm, address, telephone number, and name of contact person, email address, date and subject: "ITB 2018-16"

B. Table of Contents (NOT TO EXCEED ONE PAGE)

Include a clear identification of the material by section and by page number.

C. Letter of Transmittal

1. A statement of the proposers understanding of the services required by this RFP. (ONE PAGE MAX)
2. A statement from the proposer stating that they can and will furnish the required services in full compliance to the terms, conditions, and specifications set forth in this RFP.
3. Give the name of the person(s) who will be authorized to make representations for the proposer, their titles, addresses, email addresses and telephone numbers and a list of their qualifications (resumes). (ONE PAGE PER PERSON MAX)

D. General Information

1. Name of business
2. Mailing address/ phone number
3. Names of persons to be contacted for information or services, if different from the name of person in charge
4. Business hours
5. Business legal status (Corporation, Partnership, etc.)
6. Provide the date business was organized and/or incorporated
7. Provide the location of the office from which work is to be done
8. Indicate whether business is a parent or subsidiary in a group of firms/agencies
9. Provide proof that the business is licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity at the time bid is submitted.

E. References

Proposer is to provide a list of at least five (5) references (preferably public agencies) where the same or similar scopes of services were provided. References must include contact name, business name, telephone number, email address, cost of project, and photographs of projects.

The City reserves the right to contact provided references.

F. Pricing & Timeline

1. Pricing sheet listed as Exhibit "F" as part of this ITB.
2. Number of days to complete work.

END OF SECTION 3

EXHIBIT "A"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate (Per Job)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

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	
\$500,000 for bodily injury caused by an accident, each accident	
\$500,000 for bodily injury caused by disease, each employee	
\$500,000 for bodily injury caused by disease, policy limit	

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. Umbrella/Excess Liability Insurance: can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

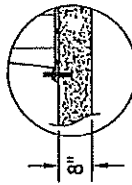
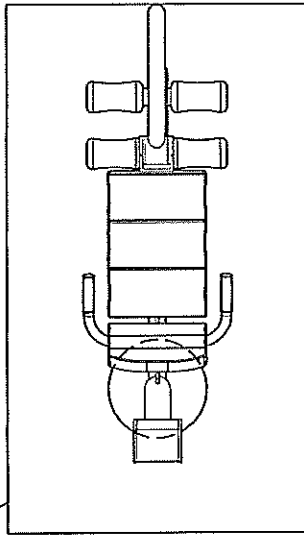
The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

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

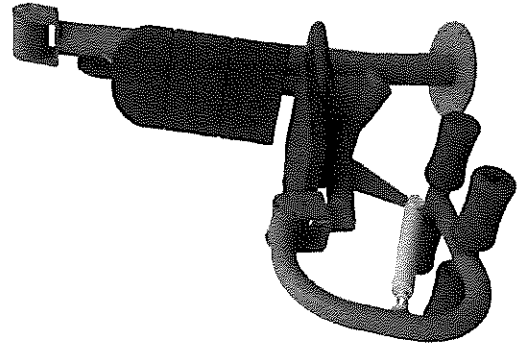
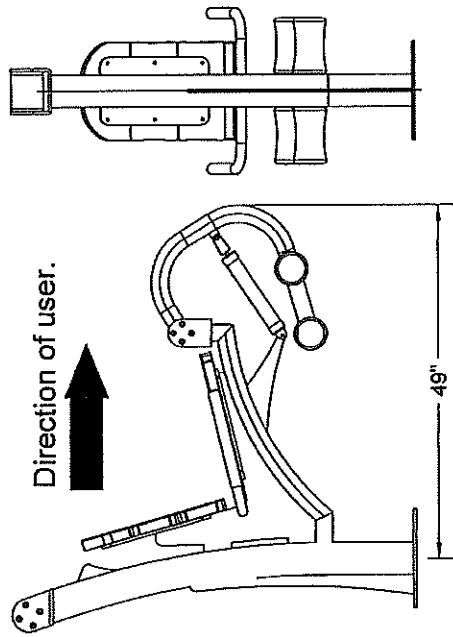
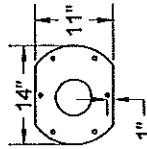
The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk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

The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management

CONCRETE PAD 42"x42"x8"



Recommended thickness of concrete slab is 8" minimum.
32000 PSI concrete
3/4" rebar 6" spacing



Unit must be installed on level ground. If installation surface is not level, use shims to ensure unit is plumb.
All screws must be attached using LocTite. **SCREWS MUST BE TIGHTENED AFTER INSTALLATION AND AFTER FIRST WEEK OF USE.**

Bolt size: 1/2"

Bolt length: 4-1/2" (minimum)

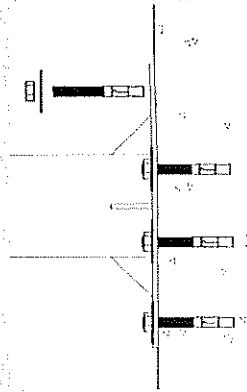
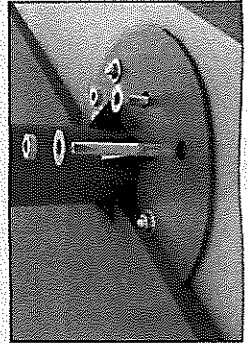
Hardware: Wedge Anchor Stainless Steel

Concrete: 3250 PSI (minimum)

Rebar reinforced - 3/8" rebar 6" grid spacing

To meet ADA accessibility requirements, please allow a minimum of four feet of clearance around each unit. (Clearance area may overlap with nearby units.)

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

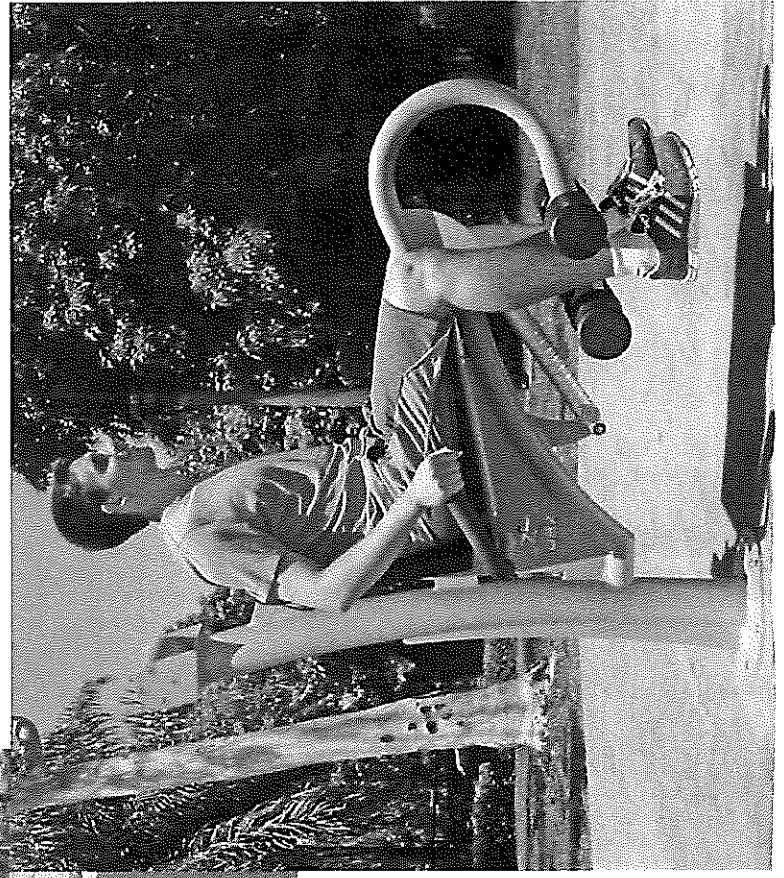


Questions? Please call 888-315-9037



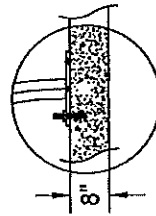
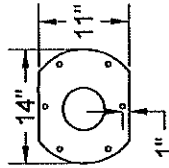
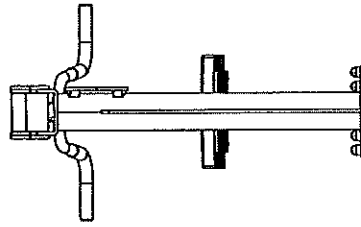
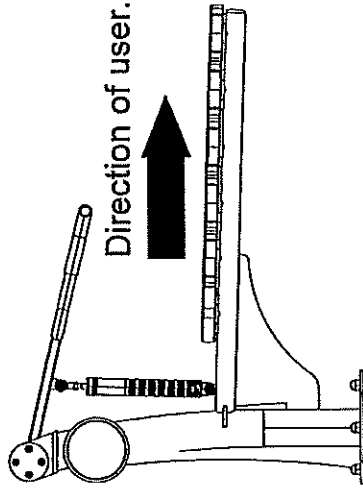
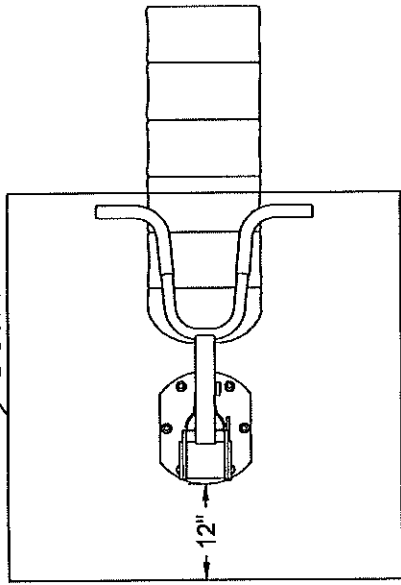
Promoting Wellness & Fighting Obesity One Community at a Time.

Model: UBX-298
Name: Leg Extension & Curl



Questions? Please call 888-315-9037

CONCRETE PAD 48"x48"x8"



Recommended thickness of concrete slab is 8" minimum.
32000 PSI concrete
3/8 rebar 6" spacing

Unit must be installed on level ground. If installation surface is not level, use shims to ensure unit is plumb. All screws must be attached using LocTite. SCREWS MUST BE TIGHTENED AFTER INSTALLATION AND AFTER FIRST WEEK OF USE.

Bolt size: 3/8"

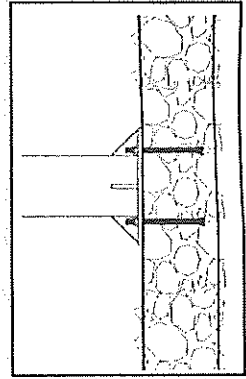
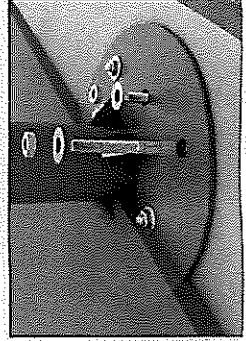
Bolt length: 3-3/4" (minimum)

Hardware: Wedge Anchor Stainless Steel

Concrete: 3200 PSI (minimum)

Rebar reinforced - 3/8" rebar 6" grid spacing
To meet ADA accessibility requirements, please allow a minimum of four feet of clearance around each unit.

(Clearance area may overlap with nearby units.)
In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

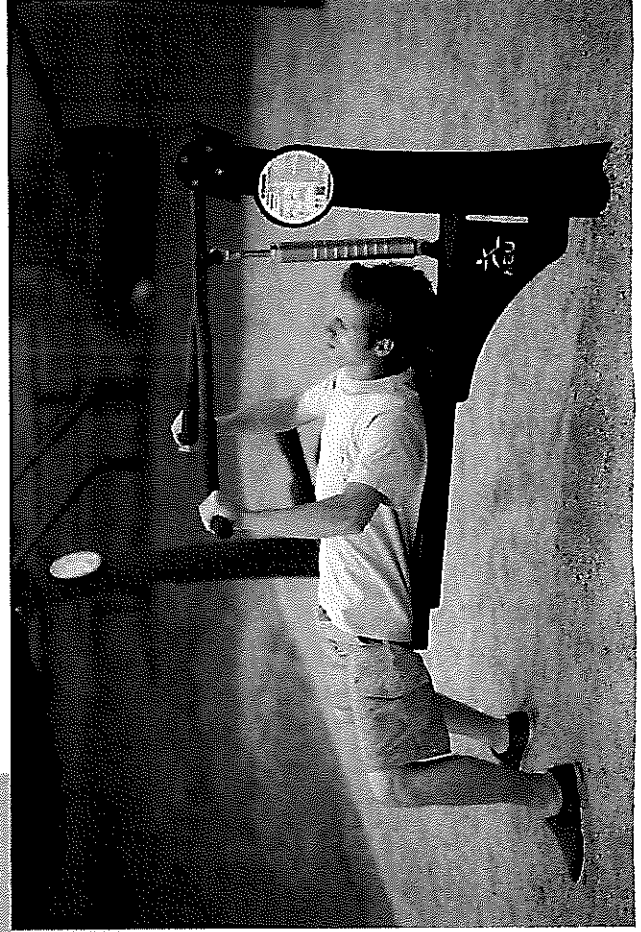
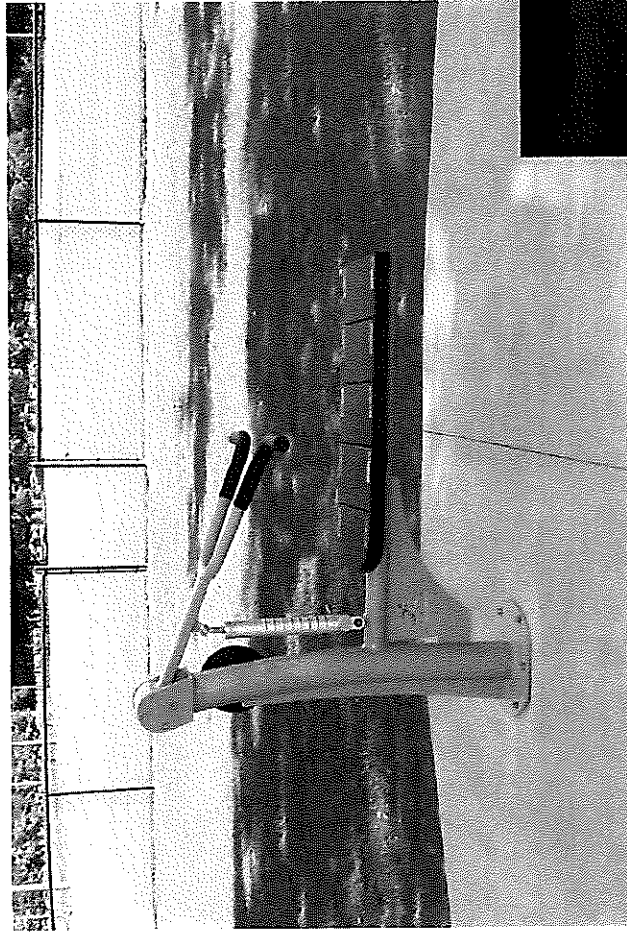


Questions? Please call 888-315-9037



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Model: UBX-293
Name: Bench Press



Questions? Please call 888-315-9037



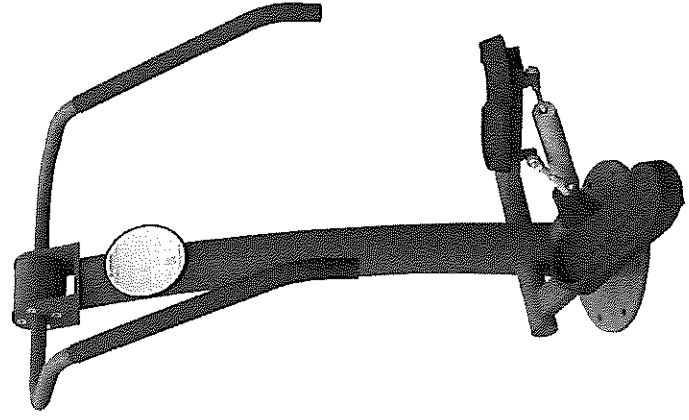
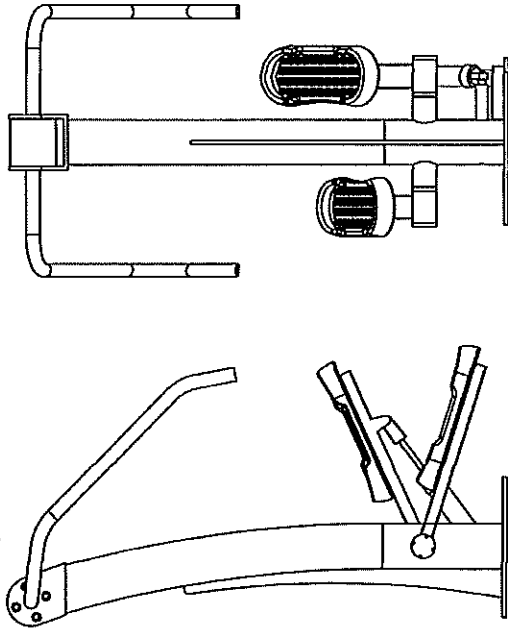
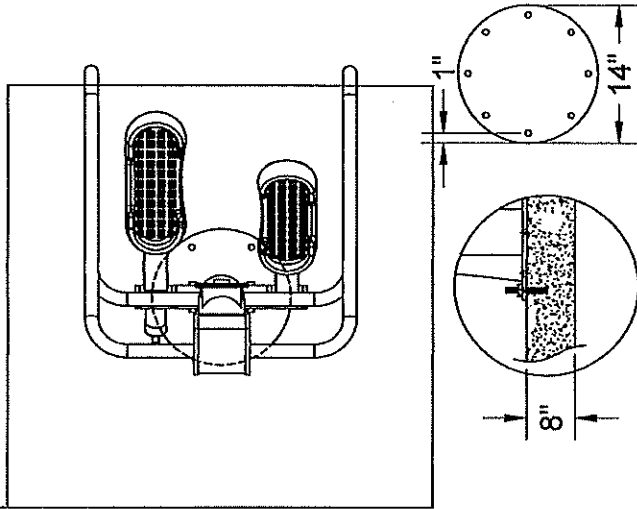
Promoting Wellness & Fighting Obesity One Community at a Time.

Model: **UBX-292**
Name: **Stepper**

Direction of user.



CONCRETE PAD 42"x42"x8"



Unit must be installed on level ground. If installation surface is not level, use shims to ensure unit is plumb. All screws must be attached using LocTite. **SCREWS MUST BE TIGHTENED AFTER INSTALLATION AND AFTER FIRST WEEK OF USE.**

Bolt size: 3/8"

Bolt length: 3-3/4" (minimum)

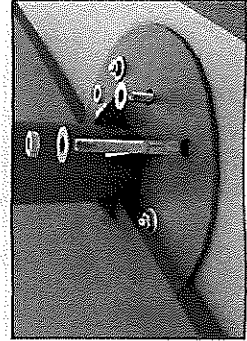
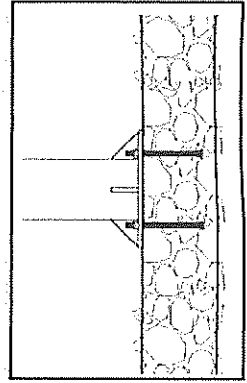
Hardware: Wedge Anchor Stainless Steel

Concrete: 3200 PSI (minimum)

Rebar reinforced - 3/8" rebar 6" grid spacing

To meet ADA accessibility requirements, please allow a minimum of four feet of clearance around each unit.

(Clearance area may overlap with nearby units.)

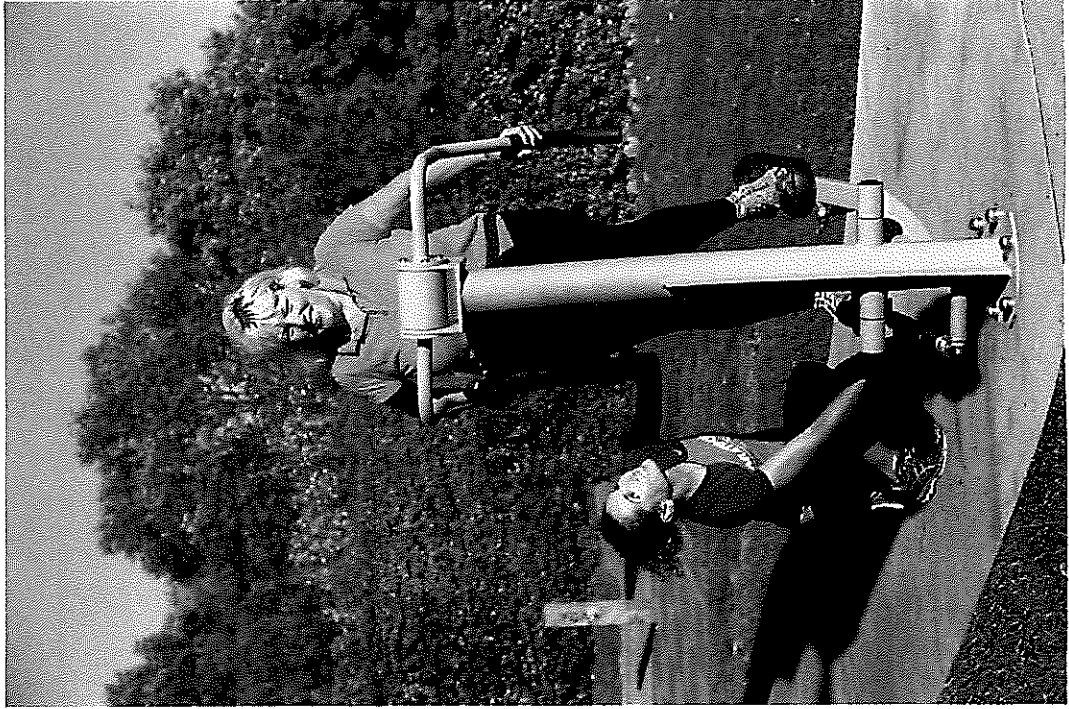


In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

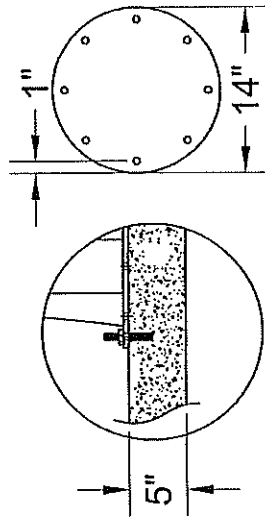
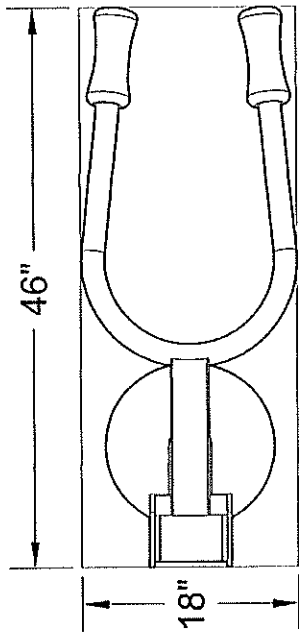
Questions? Please call 888-315-9037



Model: UBX-292
Name: Stepper



Questions? Please call 888-315-9037



Recommended thickness of concrete slab is 5" minimum.

Unit must be installed on level ground. If installation surface is not level, use shims to ensure unit is plumb. All screws must be attached using LocTite. SCREWS MUST BE TIGHTENED AFTER INSTALLATION AND AFTER FIRST WEEK OF USE.

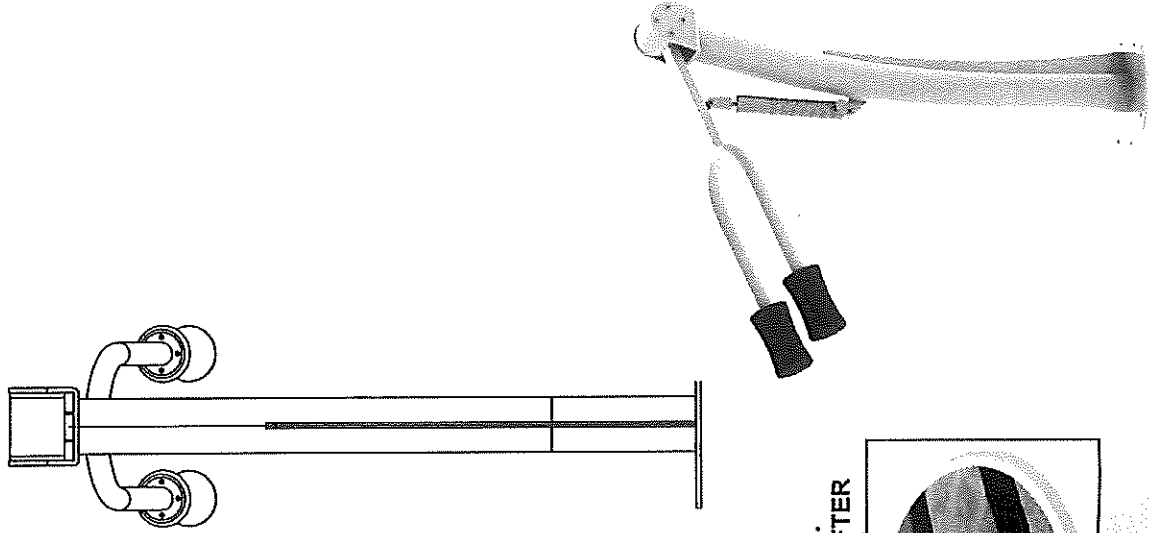
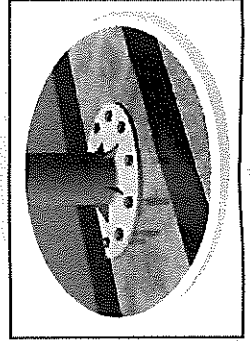
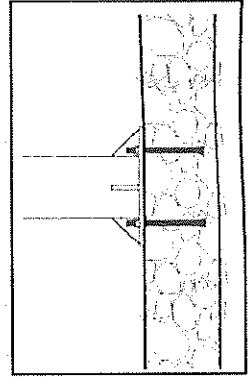
Bolt size: 3/8"

Bolt length: 3-3/4" (minimum)

Hardware: Wedge Anchor Stainless Steel

Concrete: 2500 PSI (minimum)

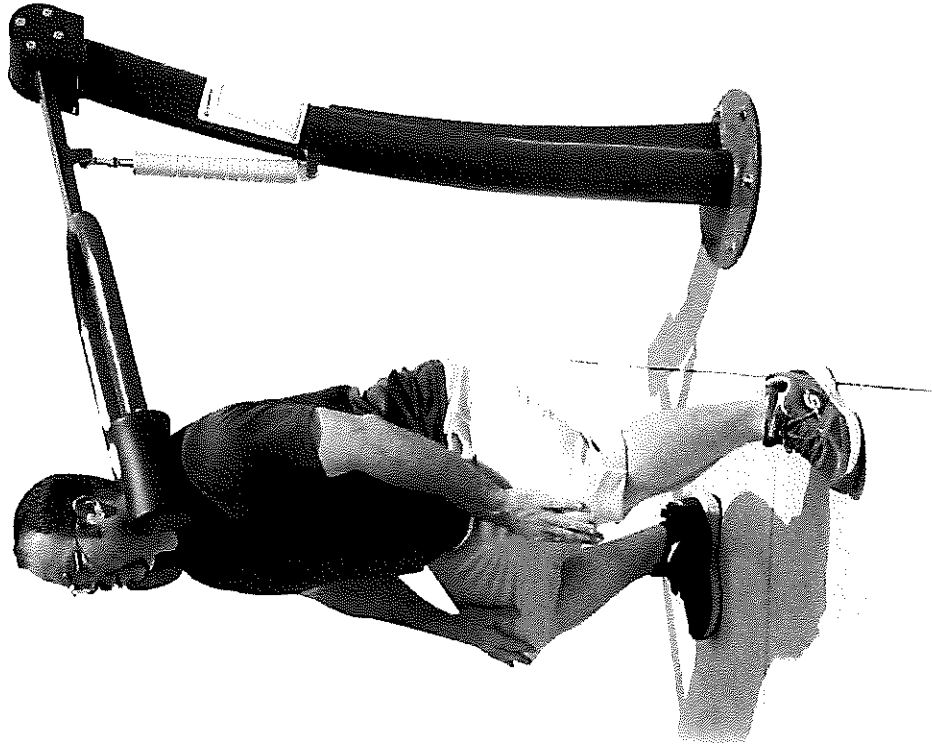
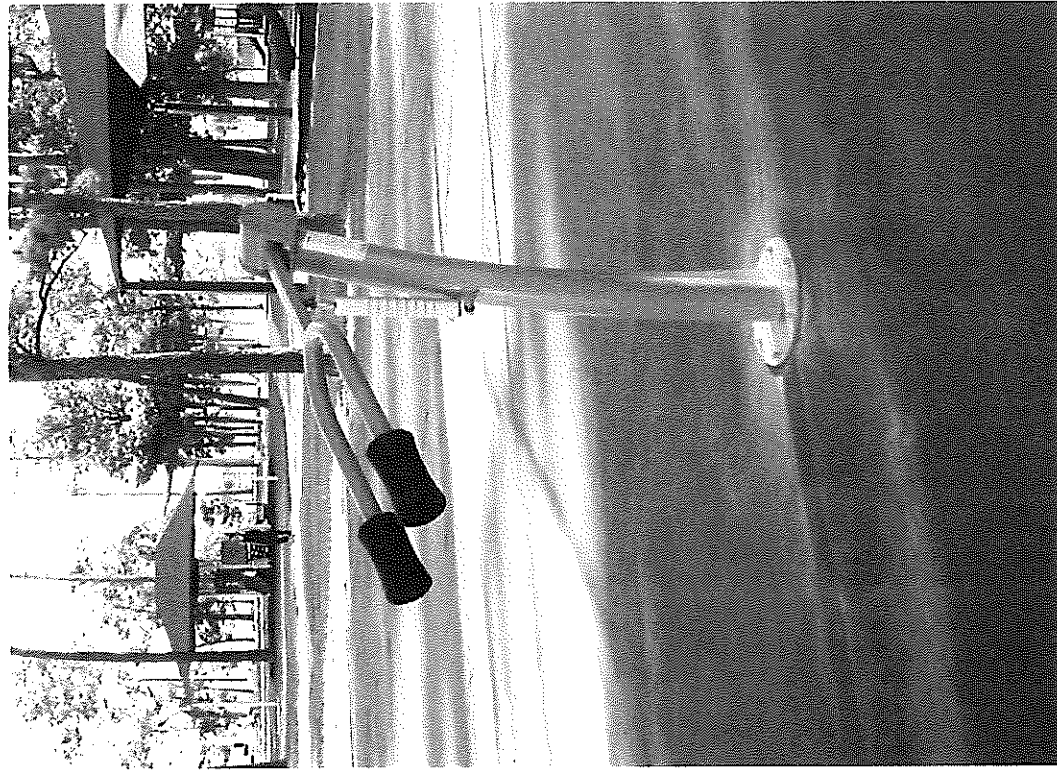
To meet ADA accessibility requirements, please allow a minimum of four feet of clearance around each unit. (Clearance area may overlap with nearby units.)



In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Questions? Please call 888-315-9037

Model: UBX-217
Name: Squat

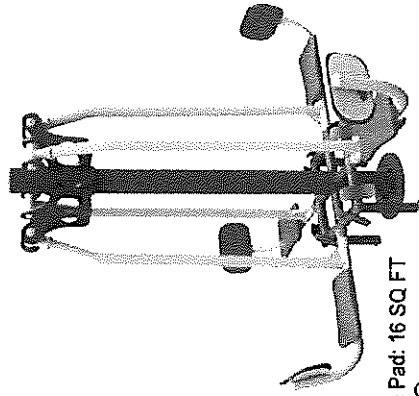


Questions? Please call 888-315-9037

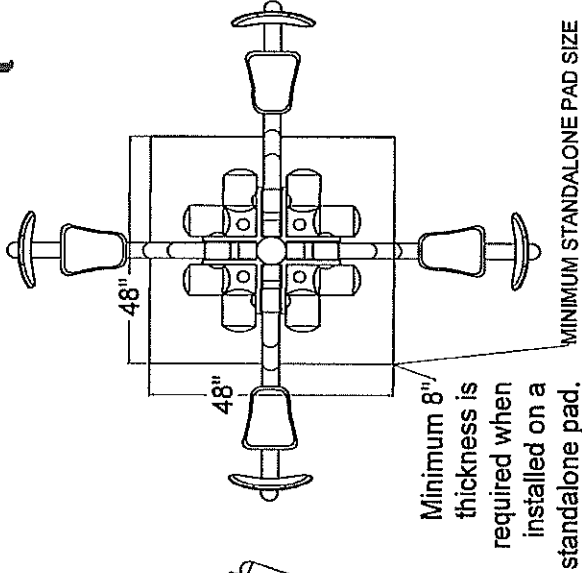


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Model: SGR2005-1-104 Name: 4-Person Leg Press



Area of Concrete Pad: 16 SQ FT



Specifications:

Concrete: 3250 PSI (minimum)

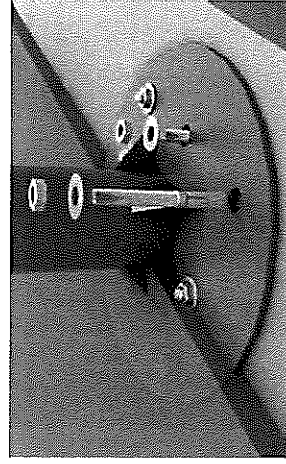
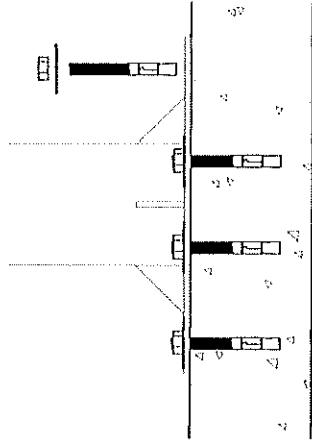
Surface Mount:

Minimum Concrete Thickness 6"

Bolt Size: 1/2"

Bolt Length: 4-1/2" (minimum)

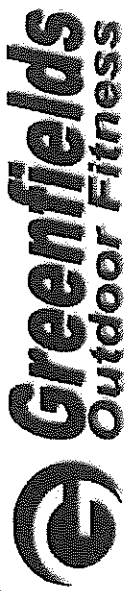
Hardware: Wedge Anchor Stainless Steel



UNIT MUST BE INSTALLED ON LEVEL GROUND. If ground is not level, use shims to ensure unit's main post is plumb.

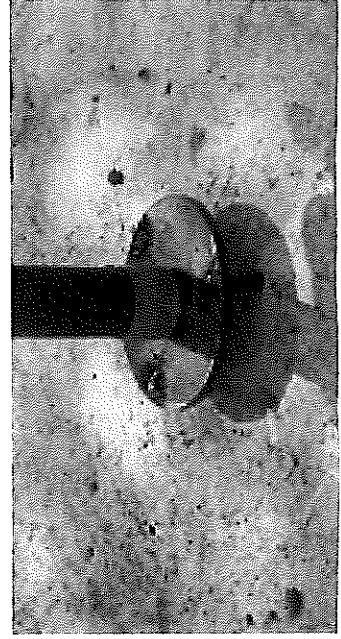
In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Questions? Please call 888-315-9037

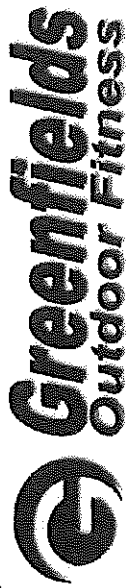


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Model: **SGR2005-1-104**
Name: **4-Person Leg Press**

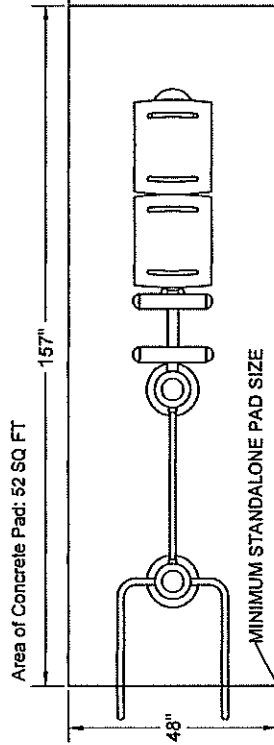
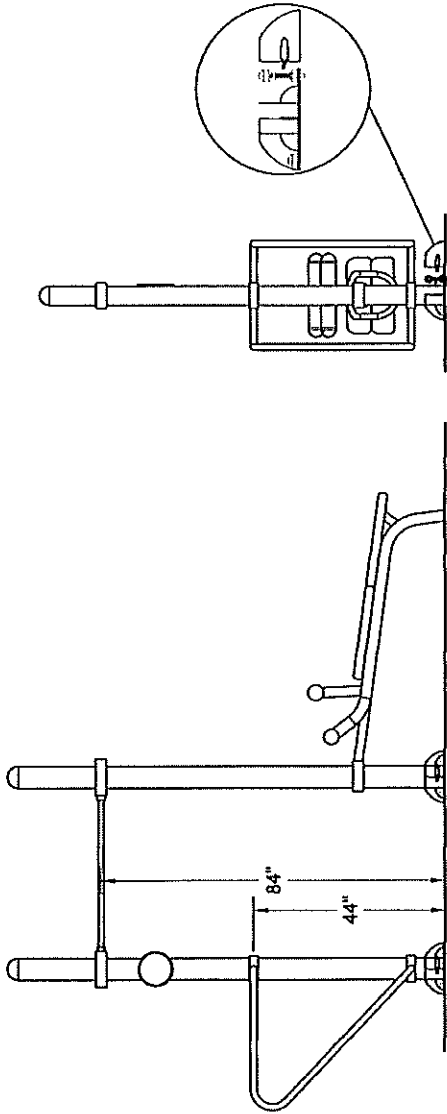


Questions? Please call 888-315-9037



Promoting Wellness & Fighting Obesity One Community at a Time.

Model: SGR2005-1-71 Name: 3-Person Static Combo



Minimum 8" thickness is required when installed on a standalone pad.

Specifications:

Concrete: 3250 PSI (minimum)

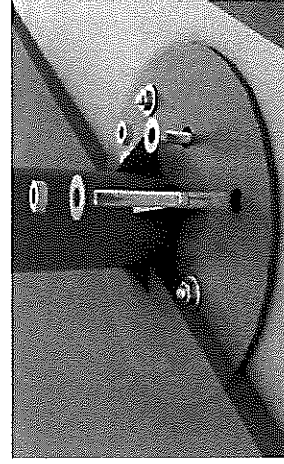
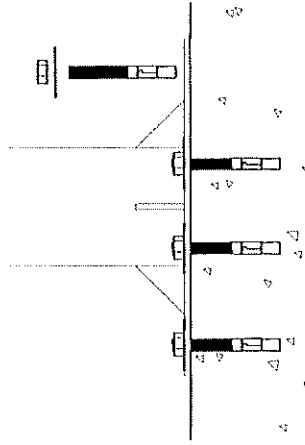
Surface Mount:

Minimum Concrete Thickness 6"

Bolt Size: 1/2"

Bolt Length: 4-1/2" (minimum)

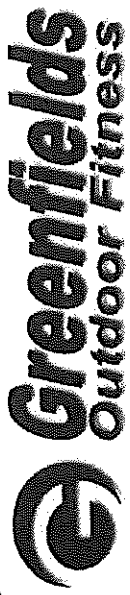
Hardware: Wedge Anchor Stainless Steel



UNIT MUST BE INSTALLED ON LEVEL GROUND. If ground is not level, use shims to ensure unit's main posts are plumb.

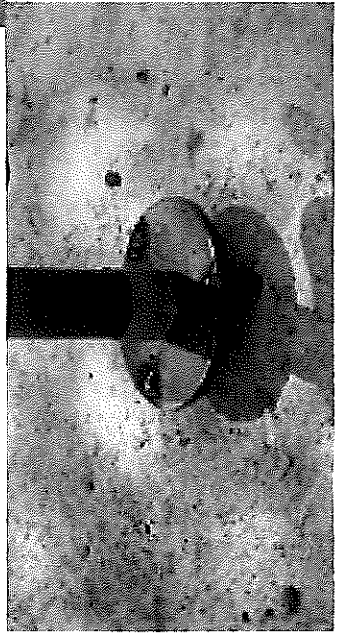
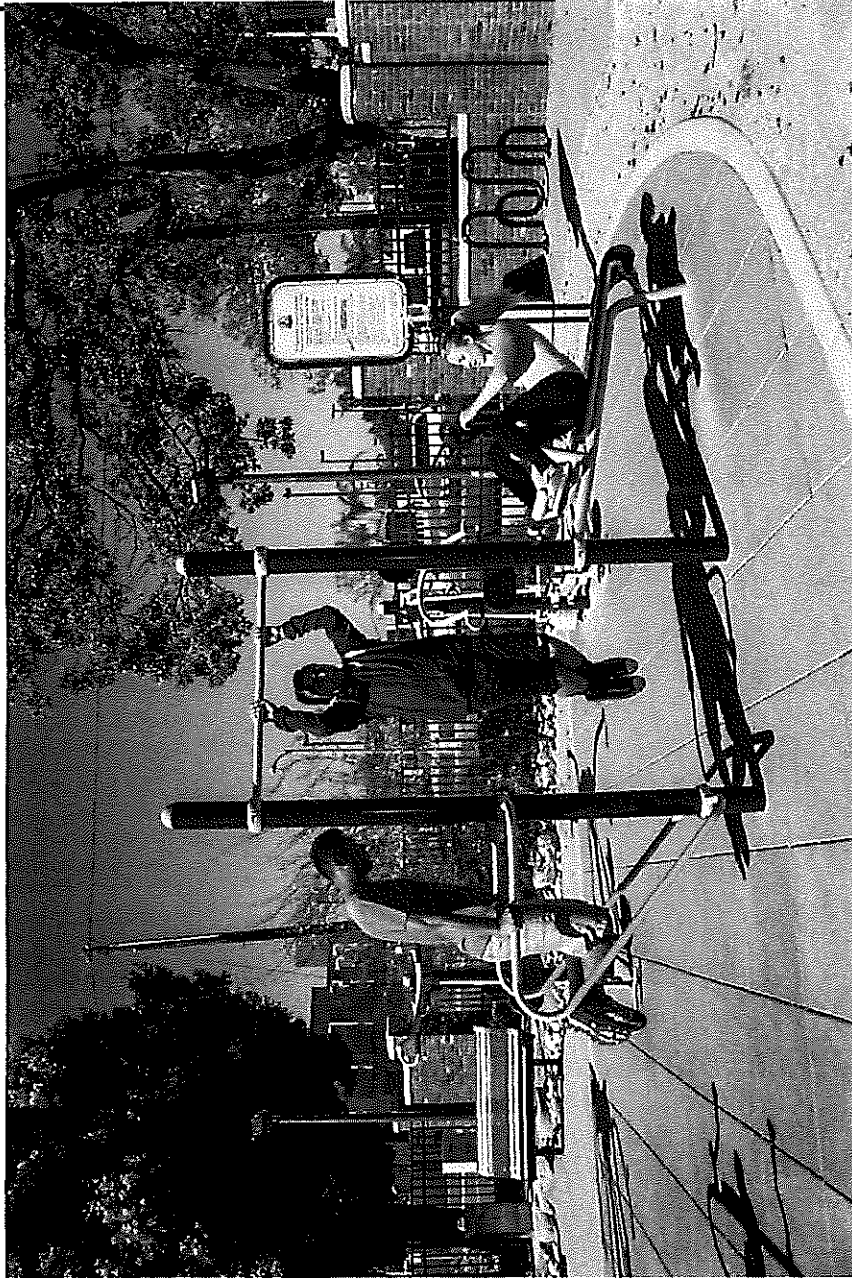
In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Questions? Please call 888-315-9037



Promoting Wellness & Fighting Obesity One Community at a Time.

Model: **SGR2005-1-71**
Name: **3-Person Static Combo**



Questions? Please call 888-315-9037

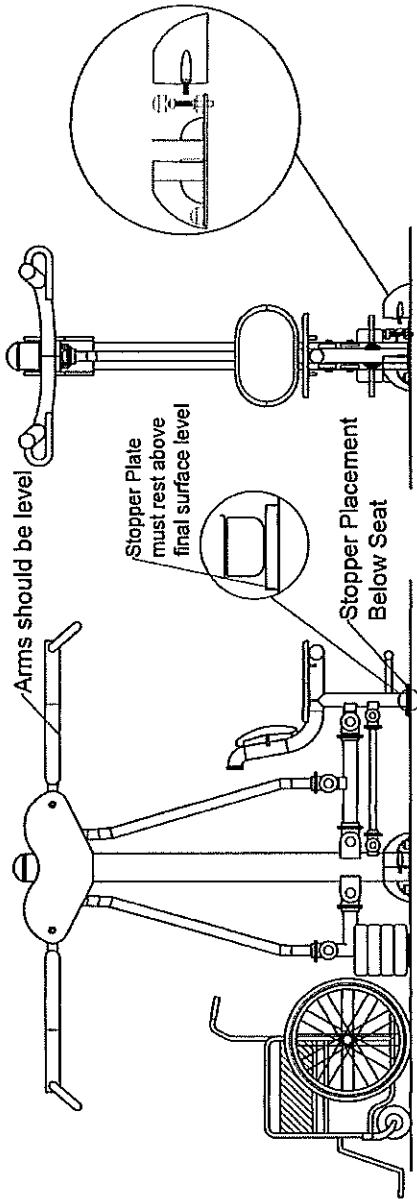
© Greenfields Outdoor Fitness, Inc.



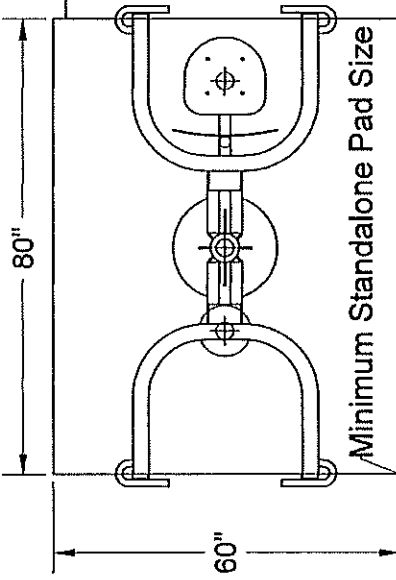
Promoting Wellness & Fighting Obesity One Community at a Time.

Model: SGR2005-1-48-W Name: 2-Person Accessible Lat Pull

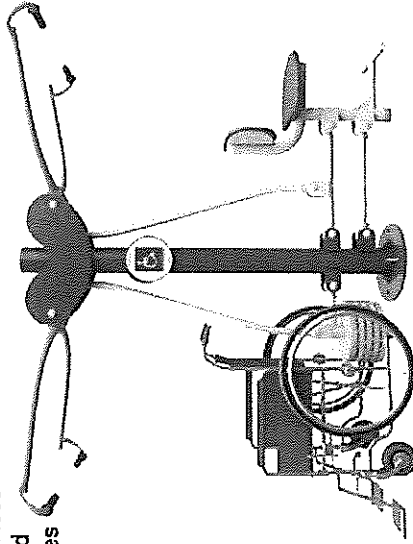
U.S. Pat. No. 9,079,069 B1



AREA of Concrete Pad: 33 SQ FT



10" thickness for pads installed in loose soils
8" thickness for hard surfaces



Specifications:

Concrete: 3250 PSI (minimum)

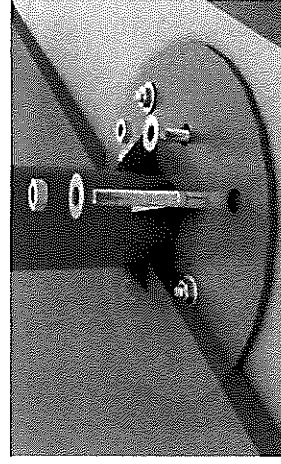
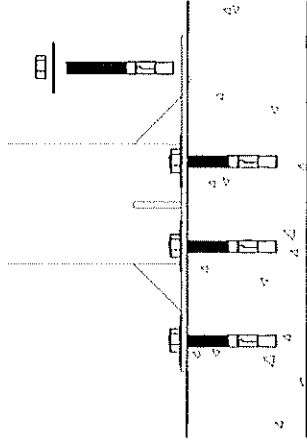
Surface Mount:

Minimum Concrete Thickness 6"

Bolt Size: 1/2"

Bolt Length: 4-1/2" (minimum)

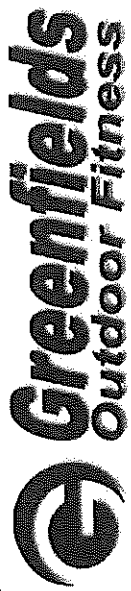
Hardware: Wedge Anchor Stainless Steel



UNIT MUST BE INSTALLED ON LEVEL GROUND. If ground is not level, use shims to ensure unit's main post is plumb.

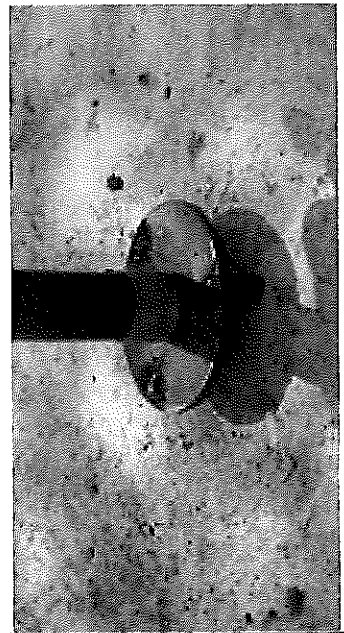
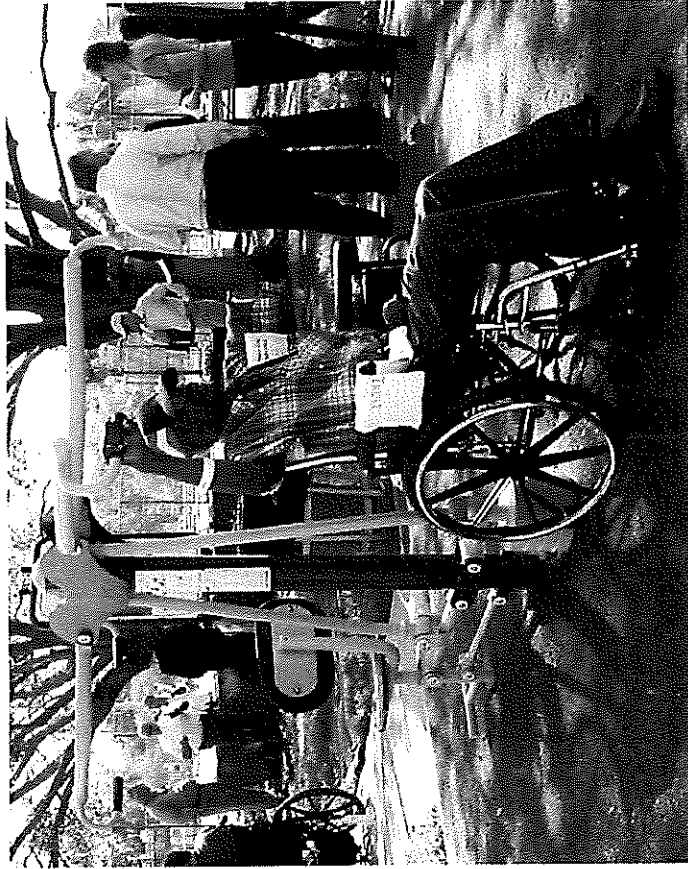
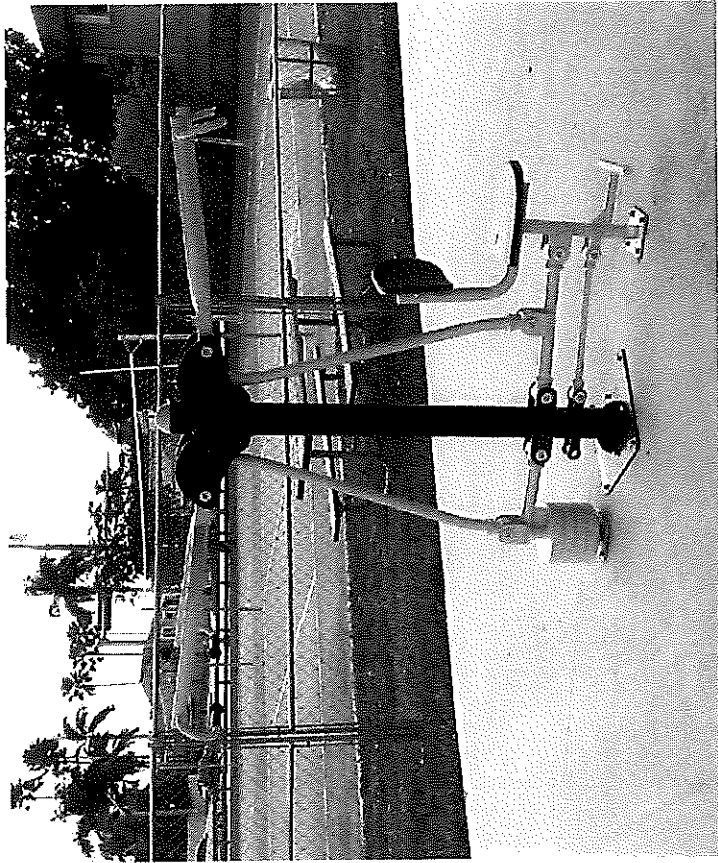
In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Questions? Please call 888-315-9037



Promoting Wellness & Fighting Obesity One Community at a Time.

Model: **SGR2005-1-48-W**
Name: **2-Person Accessible Lat Pull**
U.S. Pat. No. 9,079,069 B1



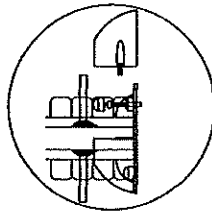
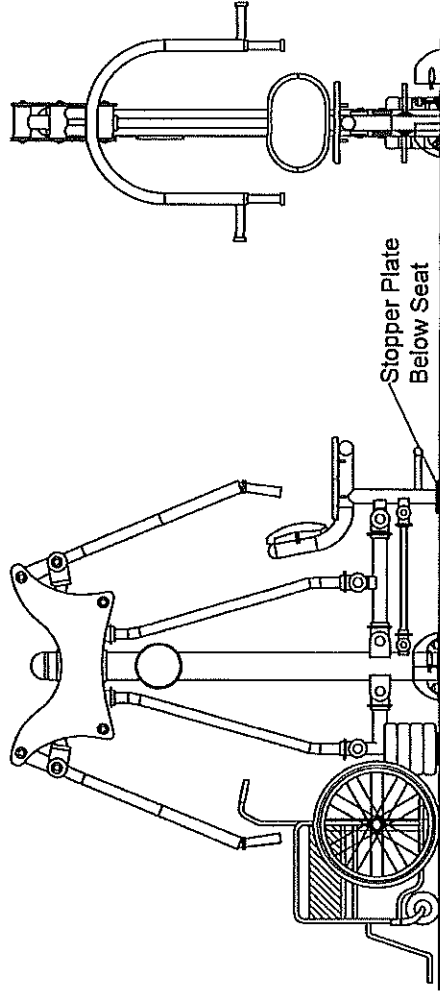
Questions? Please call 888-315-9037



Promoting Wellness & Fighting Obesity One Community at a Time.

Model: **SGR2005-1-48A-W**
Name: **2-Person Accessible Chest Press**

U.S. Pat. No. 9,079,069 B1



Specifications:

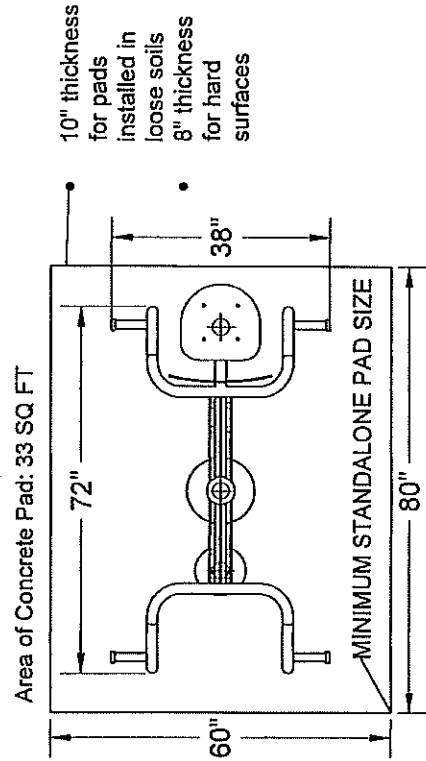
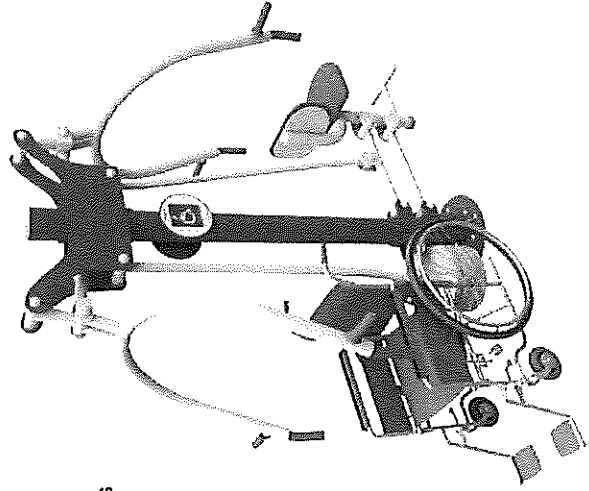
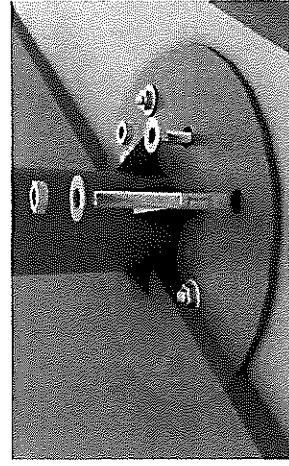
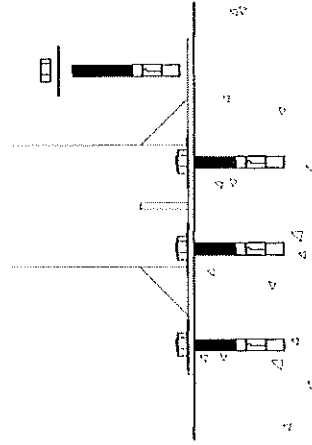
Concrete: 3250 PSI (minimum)

Surface Mount:

Minimum Concrete Thickness 6"
Bolt Size: 1/2"

Bolt Length: 4-1/2" (minimum)

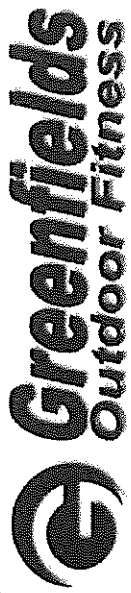
Hardware: Wedge Anchor Stainless Steel



UNIT MUST BE INSTALLED ON LEVEL GROUND. If ground is not level, use shims to ensure unit's main post is plumb.

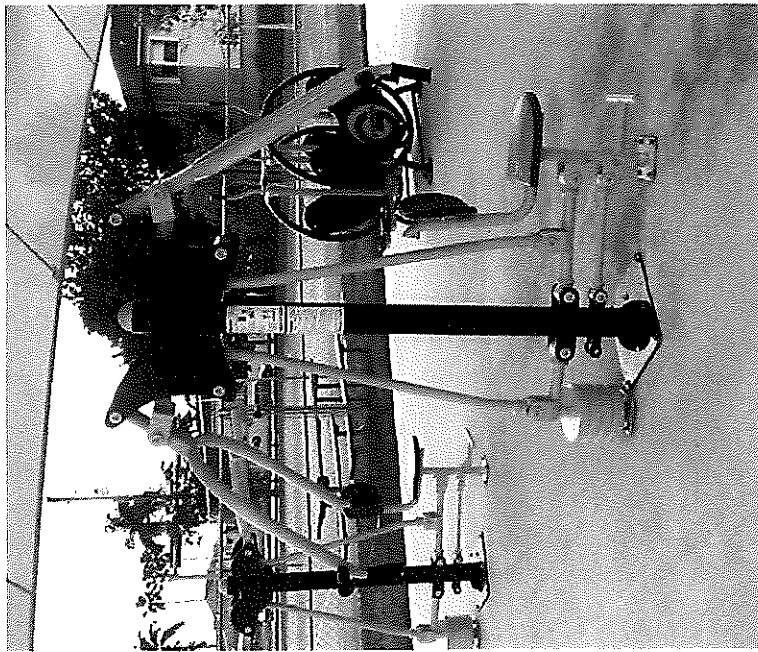
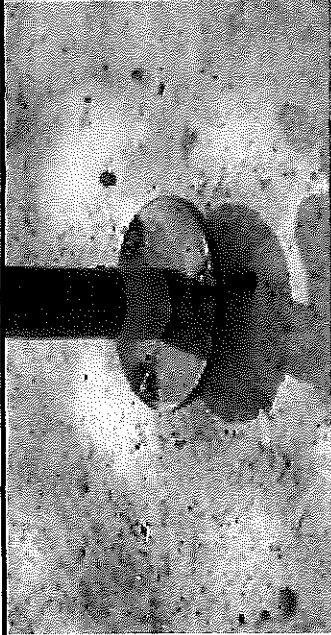
In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Questions? Please call 888-315-9037

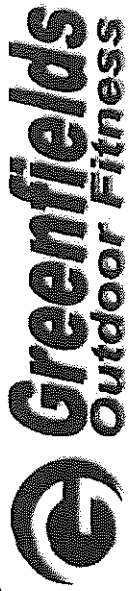


Promoting Wellness & Fighting Obesity One Community at a Time.

Model: **SGR2005-1-48A-W**
Name: **2-Person Accessible Chest Press**
U.S. Pat. No. 9,079,069 B1



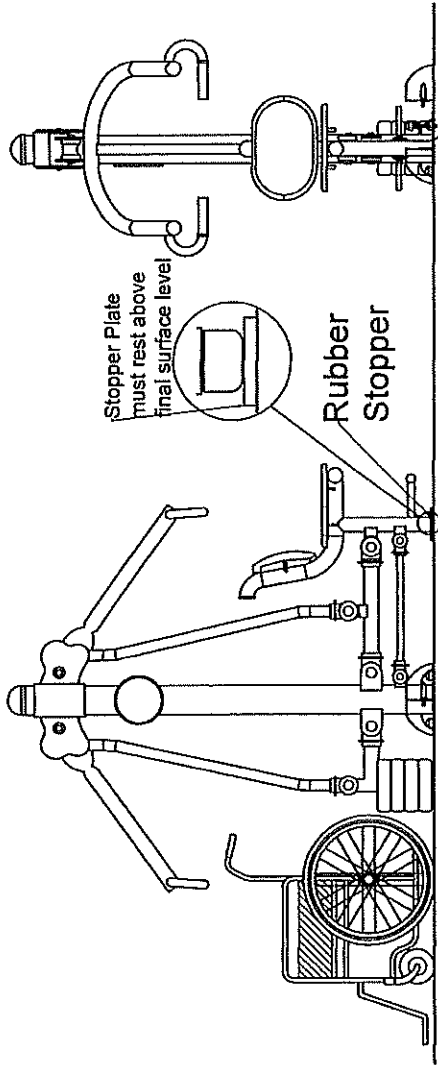
Questions? Please call 888-315-9037



Promoting Wellness & Fighting Obesity One Community at a Time.

Model: **SGR2005-1-47-W**
Name: **2-Person Accessible Vertical Press**

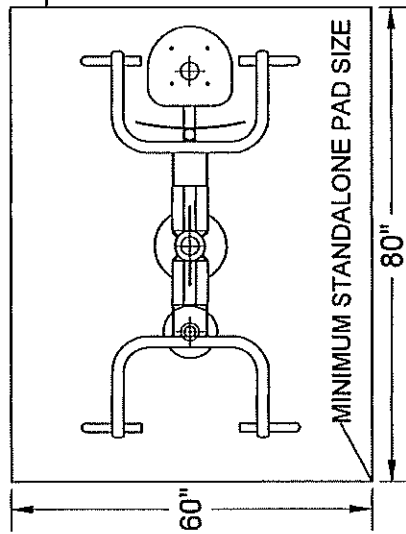
U.S. Pat. No. 9,079,069 B1



Stopper Plate must rest above final surface level.

Rubber Stopper

Area of Concrete Pad: 33 SQ FT



10" thickness for pads installed in loose soils
8" thickness for hard surfaces

Specifications:

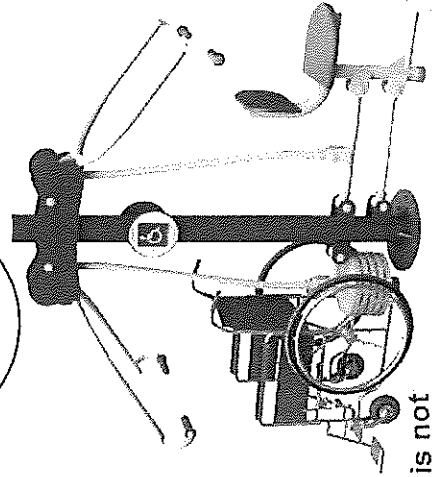
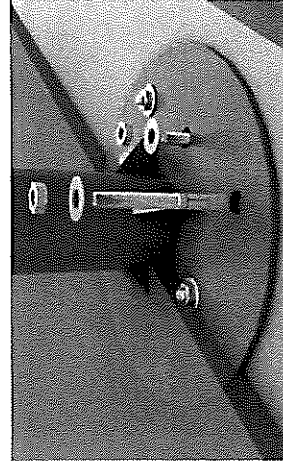
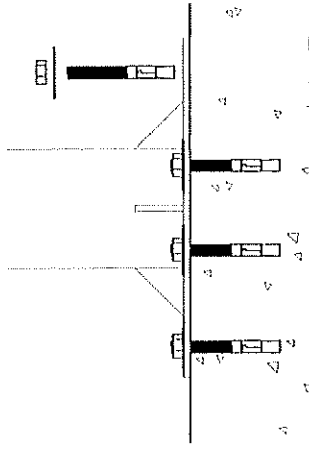
Concrete: 3250 PSI (minimum)

Surface Mount:

Minimum Concrete Thickness 6"
Bolt Size: 1/2"

Bolt Length: 4-1/2" (minimum)

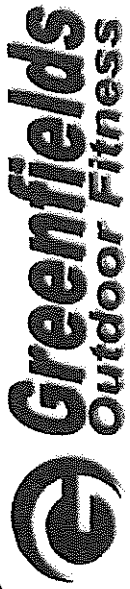
Hardware: Wedge Anchor Stainless Steel



UNIT MUST BE INSTALLED ON LEVEL GROUND. If ground is not level, use shims to ensure unit's main post is plumb.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Questions? Please call 888-315-9037

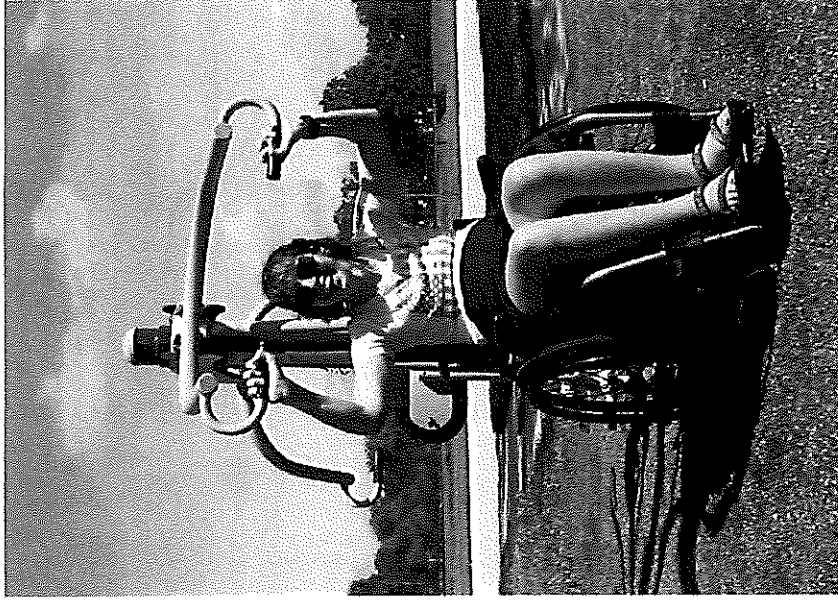
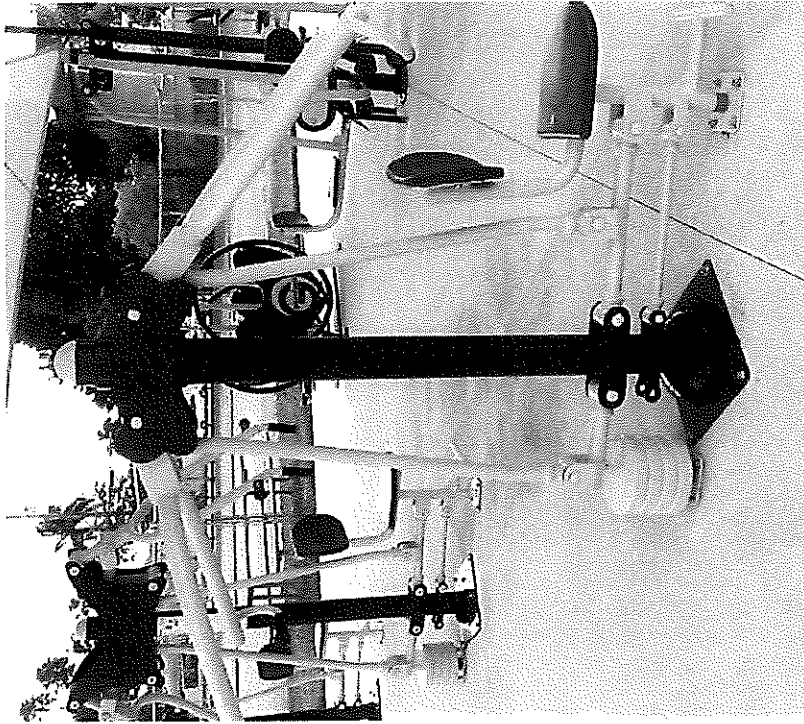


Promoting Wellness & Fighting Obesity One Community at a Time.

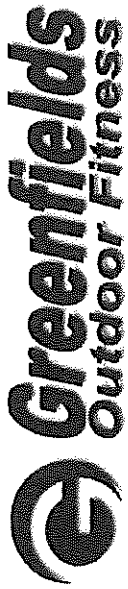
Model: **SGR2005-1-47-W**

Name: **2-Person Accessible Vertical Press**

U.S. Pat. No. 9,079,069 B1

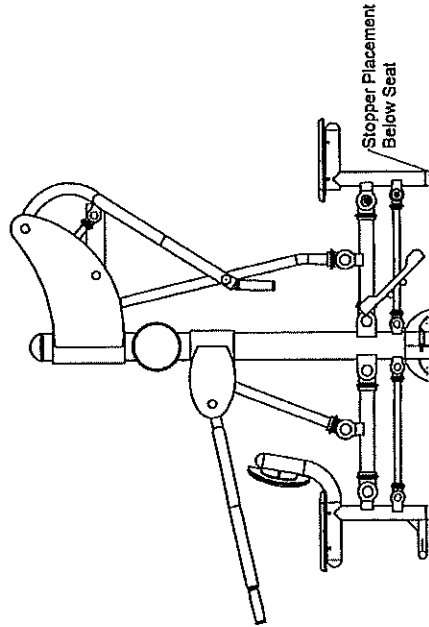


Questions? Please call 888-315-9037



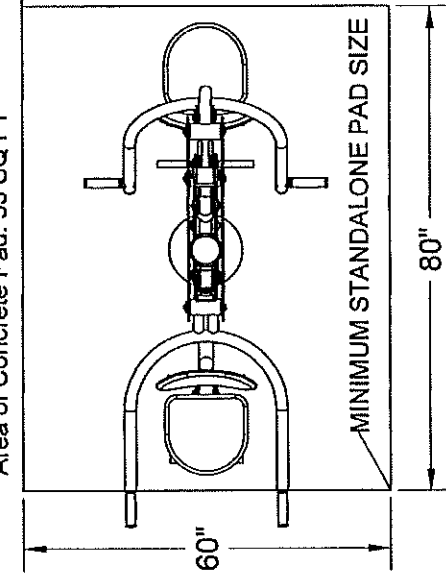
Promoting Wellness & Fighting Obesity One Community at a Time.

Model: SGR2005-1-42 Name: 2-Person Upper Body Combo



Stopper Placement
Below Seat

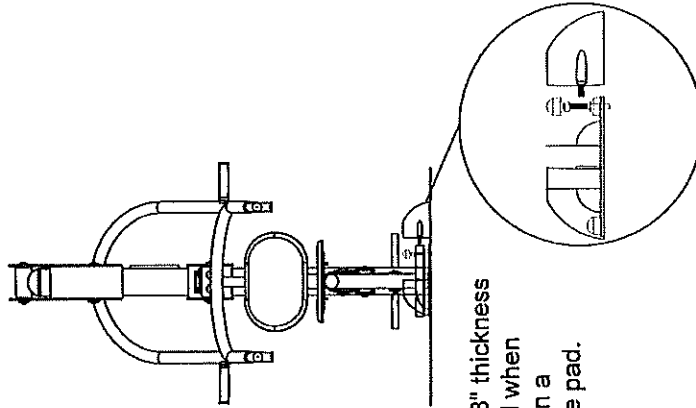
Area of Concrete Pad: 33 SQ FT



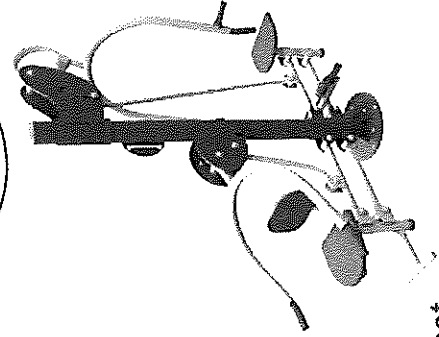
MINIMUM STANDALONE PAD SIZE

60"

80"



Minimum 8" thickness
is required when
installed on a
standalone pad.



Specifications:

Concrete: 3250 PSI (minimum)

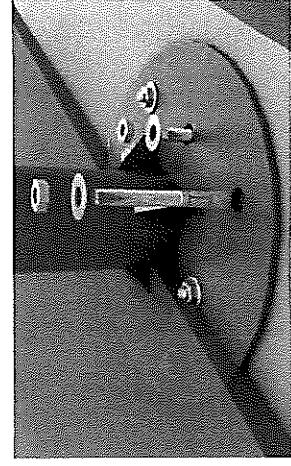
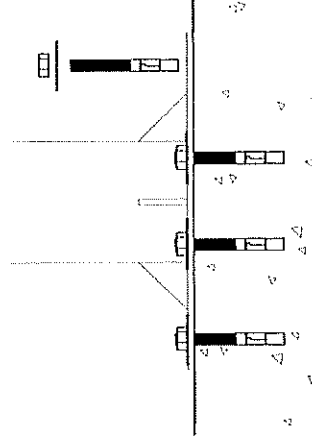
Surface Mount:

Minimum Concrete Thickness 6"

Bolt Size: 1/2"

Bolt Length: 4-1/2" (minimum)

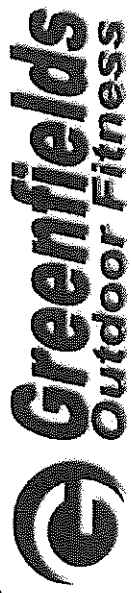
Hardware: Wedge Anchor Stainless Steel



UNIT MUST BE INSTALLED ON LEVEL GROUND. If ground is not level, use shims to ensure unit's main post is plumb.

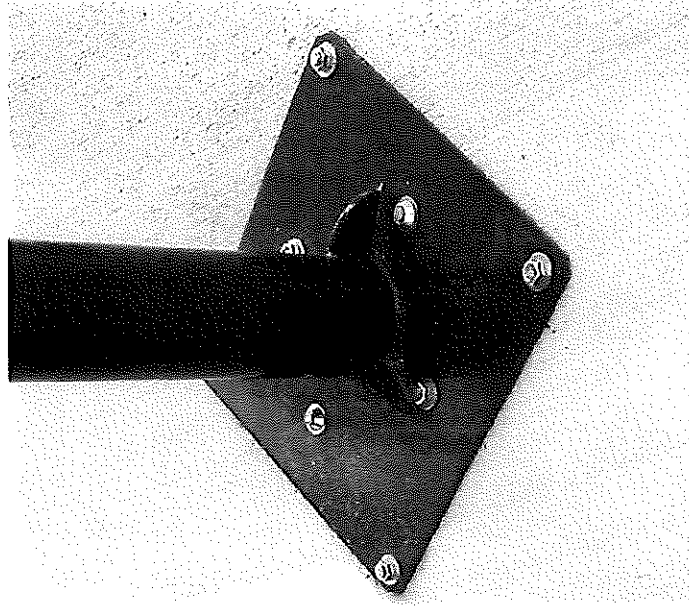
In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Questions? Please call 888-315-9037

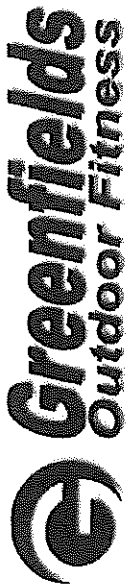


Promoting Wellness & Fighting Obesity One Community at a Time.

Model: **SGR2005-1-42**
Name: **2-Person Upper Body Combo**

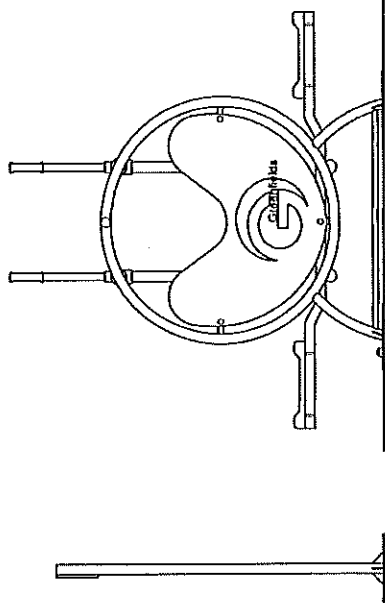


Questions? Please call 888-315-9037

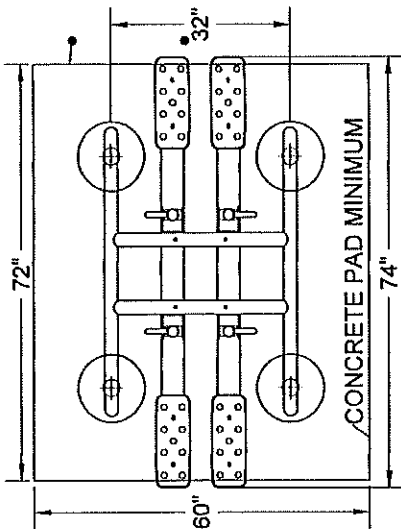


Promoting Wellness & Fighting Obesity One Community at a Time.

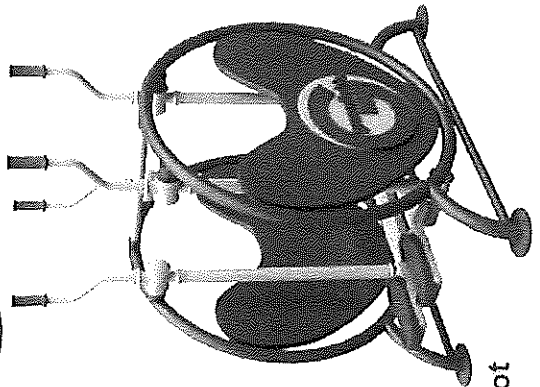
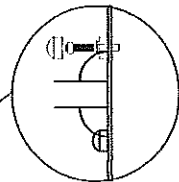
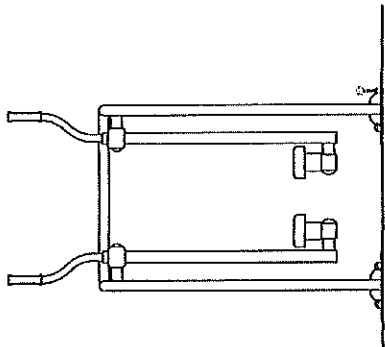
Model: **SGR2005-1-26**
 Name: **2-Person Ski**



Area of Each Concrete Pad: 23 SQ. FT



10" thickness
 for pads
 installed in
 loose soils
 8" thickness
 for hard
 surfaces



Specifications:

Concrete: 3250 PSI (minimum)

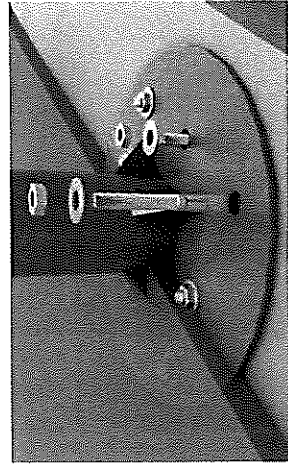
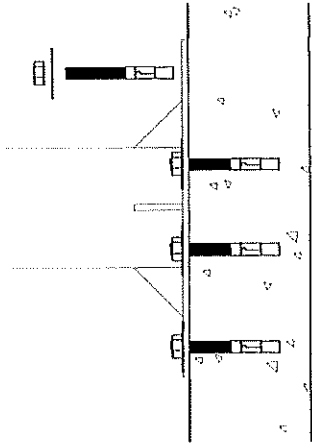
Surface Mount:

Minimum Concrete Thickness 6"

Bolt Size: 1/2"

Bolt Length: 4-1/2" (minimum)

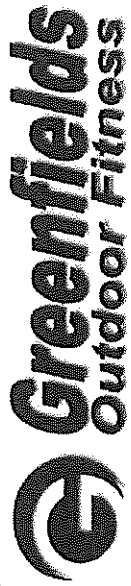
Hardware: Wedge Anchor Stainless Steel



UNIT MUST BE INSTALLED ON LEVEL GROUND. If ground is not level, use shims to ensure unit is plumb.

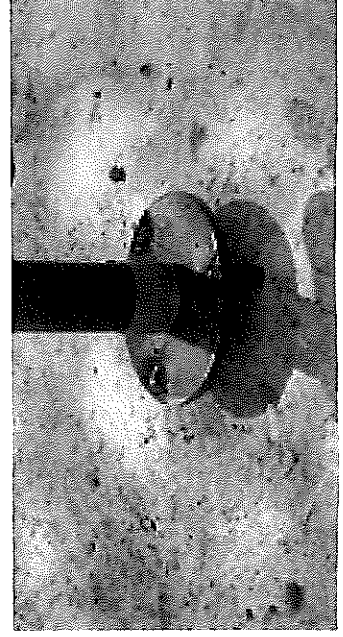
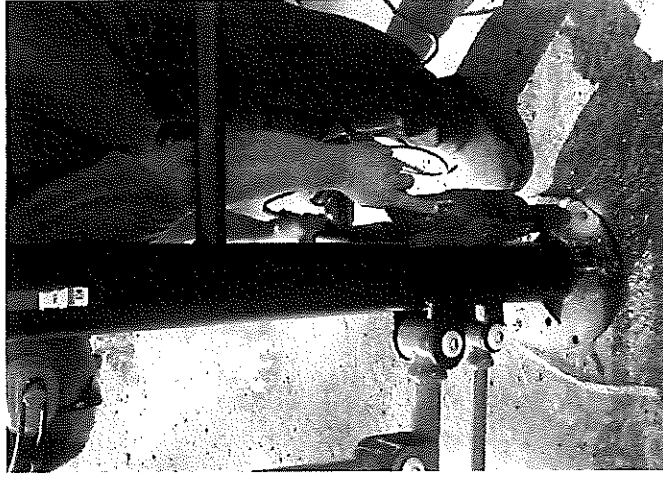
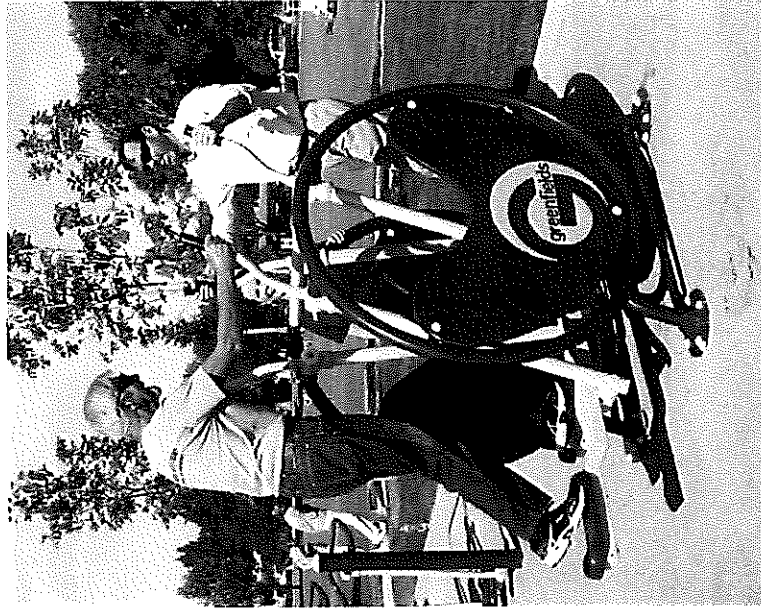
In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Questions? Please call 888-315-9037



Promoting Wellness & Fighting Obesity One Community at a Time.

Model: **SGR2005-1-26**
Name: **2-Person Ski**



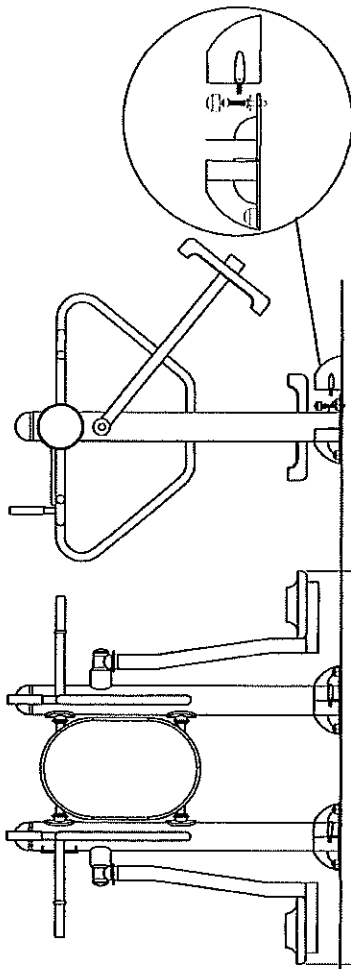
Questions? Please call 888-315-9037



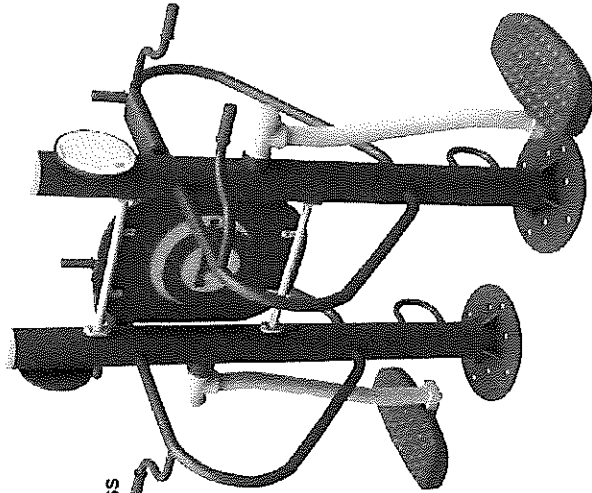
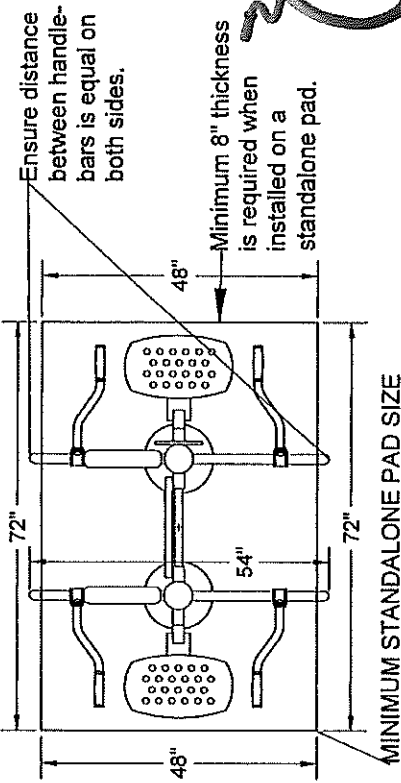
Promoting Wellness & Fighting Obesity One Community at a Time.

Model: **SGR2005-1-22**

Name: **4-Person Pendulum, Abs & Dips**



70"
Area of Concrete Pad: 24 SQ FT



Specifications:

Concrete: 3250 PSI (minimum)

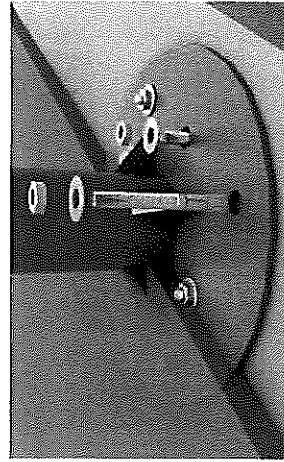
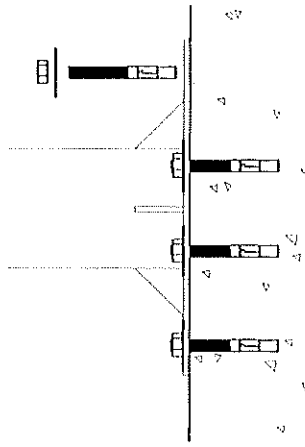
Surface Mount:

Minimum Concrete Thickness 6"

Bolt Size: 1/2"

Bolt Length: 4-1/2" (minimum)

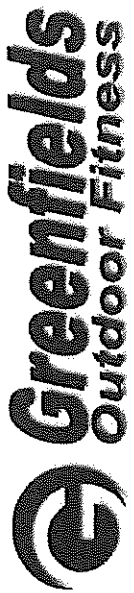
Hardware: Wedge Anchor Stainless Steel



UNIT MUST BE INSTALLED ON LEVEL GROUND. If ground is not level, use shims to ensure unit's main posts are plumb.

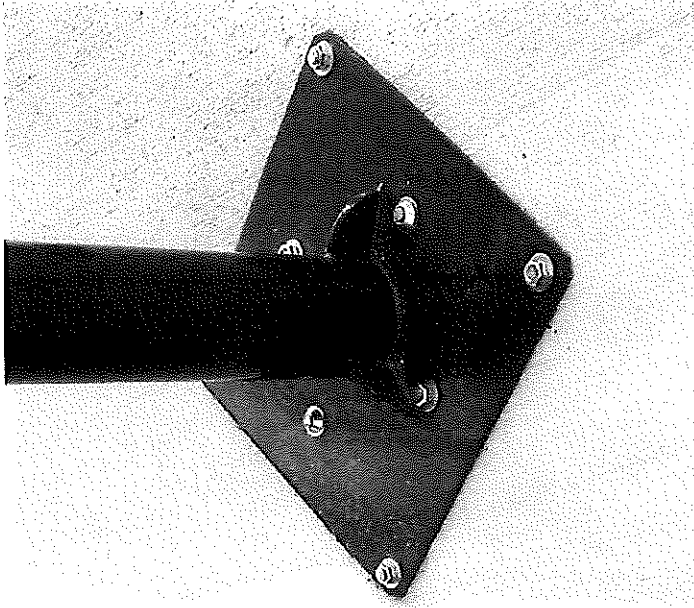
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Questions? Please call 888-315-9037



Promoting Wellness & Fighting Obesity One Community at a Time.

Model: **SGR2005-1-22**
Name: **4-Person Pendulum, Abs & Dips**



Questions? Please call 888-315-9037



Installation Instructions:

Surface Mount



Promoting Wellness & Fighting Obesity One Community at a Time.
Questions? Please call 888-315-9037 x105

Tools Needed:

1. Concrete drill
2. 1/2" carbide tipped drillbit
3. Angle grinder
4. Compressor with blow tip
5. Sledge hammer
6. 3/4" socket
7. Torque wrench

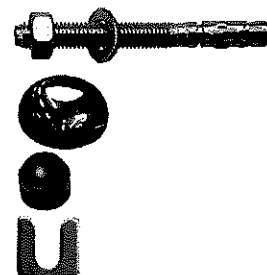
Parts Included:

Wedge Anchors - 4 1/2" x 1/2"

Black Plastic Covers

Black Plastic Caps

Metal Shims



Basic Installation Guidelines:



1. Place unit on concrete pad and mark holes. Mark All Holes. Make a mark on the unit and the ground to make sure unit lines up with holes.



2. Drill all holes with concrete drill. Drill to a depth of 5-6" deep.



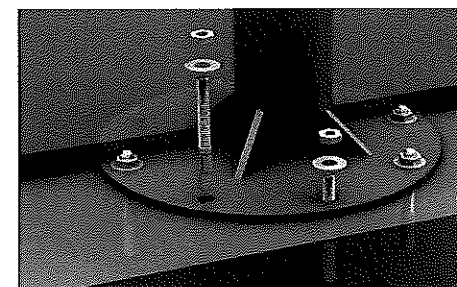
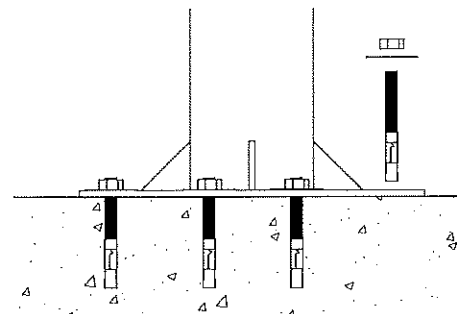
3. Using compressor, blower, or brush, blow out concrete dust from holes.



4. Fill holes with epoxy, making sure not to over fill.

Specifications:

- Concrete: 3250 PSI (minimum)
- When pouring a single pad for multiple units, Use Concrete Thickness 6"
- When Pouring Standalone pads, Concrete Thickness minimum 8"
- Use Rebar #4 with a 10" spacing
- Bolt Size: 1/2"
- Bolt Length: 4-1/2" (minimum)
- Hardware: Wedge Anchor Stainless Steel



The following information for contractors, maintenance personnel and supervisory staff will help ensure an accurate, safe and problem-free installation. **UNITS ARE HEAVY** (up to 450 lbs.) When unloading and handling, please exercise extra care to prevent injury or damage to the equipment.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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Installation Instructions:

Surface Mount



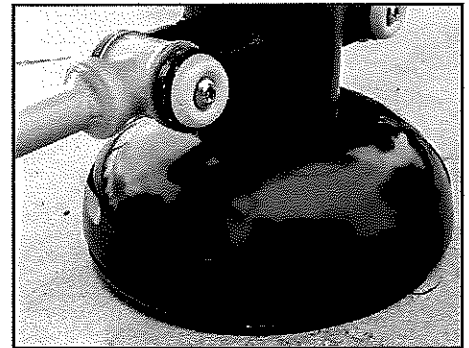
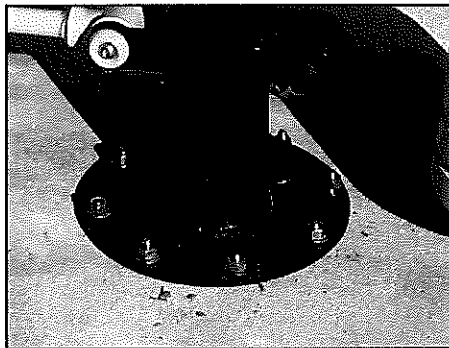
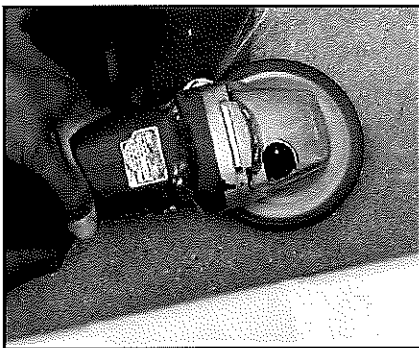
Promoting Wellness & Fighting Obesity One Community at a Time.
Questions? Please call 888-315-9037 x105

The following information for contractors, maintenance personnel and supervisory staff will help ensure an accurate, safe and problem-free installation.

Basic Installation Guidelines (cont'd)



5. Place unit over holes and make sure it lines up with mark.
6. Thread nuts onto anchors just until they are flush with the top of the anchors.
7. Hammer anchors into holes.
8. Tighten anchors until snug, and wait 24 hours to tighten to 80-90ft/lbs.
9. Cut off extra bolt length, if any.
10. Place large black covers on units with 4 1/2" post diameters.
11. Place small black anchor caps over units with different post diameters.





THIS OUTDOOR FITNESS EQUIPMENT IS SHOWN AS PLACED AND UP LINES UNLESS OTHERWISE NOTED ON THE PLAN.

IT IS THE OPINION OF THE MANUFACTURER THAT THIS OUTDOOR FITNESS AREA CONFORMS TO A. D. A. ACCESSIBILITY STANDARDS, ASSUMING AN A. D. A. ACCESSIBLE COMPLIANT SURFACING IS USED.

THIS CONCEPTUAL PLAN WAS CREATED BASED ON THE INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INVESTIGATION, SOIL TESTING, UTILITIES, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, AND OBTAINED. PLEASE VERIFY ALL THE DIMENSIONS OF THE OUTDOOR FITNESS EQUIPMENT AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO ORDERING. FURNISHINGS PRIOR TO ORDERING.

FALL ATTENUATING SAFETY SURFACING IS OPTIONAL FOR OUTDOOR FITNESS EQUIPMENT. IN ORDER TO MAINTAIN A. D. A. THE FITNESS AREA AT THE GRADE SHOULD BE KEPT UNDER 2%.

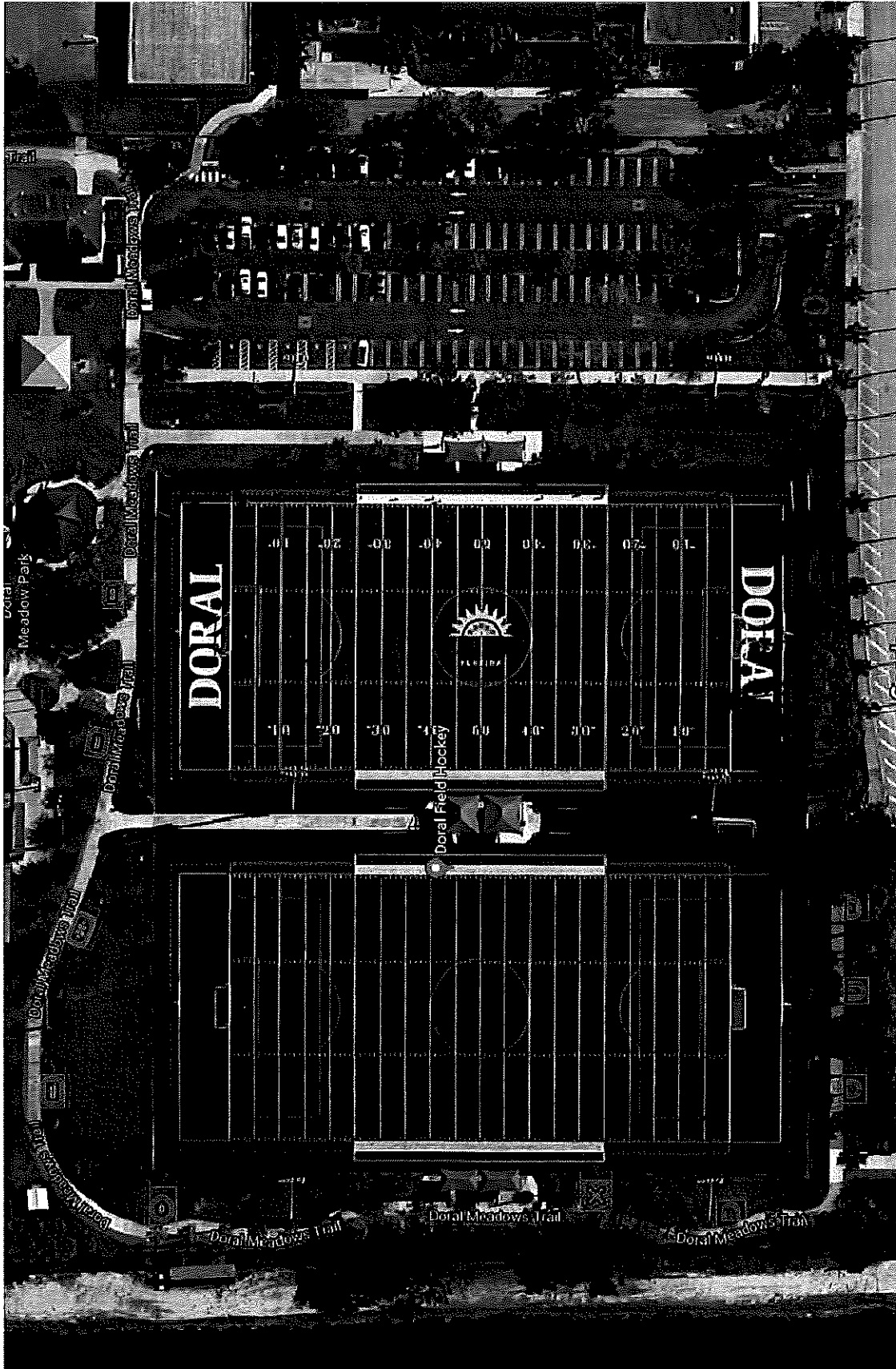
TOTAL AREA IN SQUARE FEET OF SURFACING IS
 --- SQ FT

DESIGNED BY/

N/A

GREENFIELDS OUTDOOR FITNESS, INC.
 2517 E. WOODLAND DR.
 PH 888-315-3037 FAX 862-308-9719

DATE	DRAWING #	INITIALS



Doral Meadow Park

Doral, FL



THIS OUTDOOR FITNESS EQUIPMENT IS RESTORED FOR ACCESS AND UP PLAN AS OTHERWISE NOTED ON THE PLAN.

IT IS THE OPINION OF THE MANUFACTURER THAT THIS OUTDOOR FITNESS AREA CONFORMS TO A. D. A. ACCESSIBILITY STANDARDS, ASSUMING AN A. D. A. ACCESSIBLE COMPLIANT SURFACING IS USED.

THIS CONCEPTUAL PLAN WAS CREATED BASED ON THE INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INVESTIGATION INCLUDING EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, AND OBTAIN PERMITS FROM THE APPLICABLE AGENCIES. PLEASE VERIFY ALL THE DIMENSIONS OF THE OUTDOOR FITNESS EQUIPMENT AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO ORDERING. FURNISHINGS PRIOR TO ORDERING.

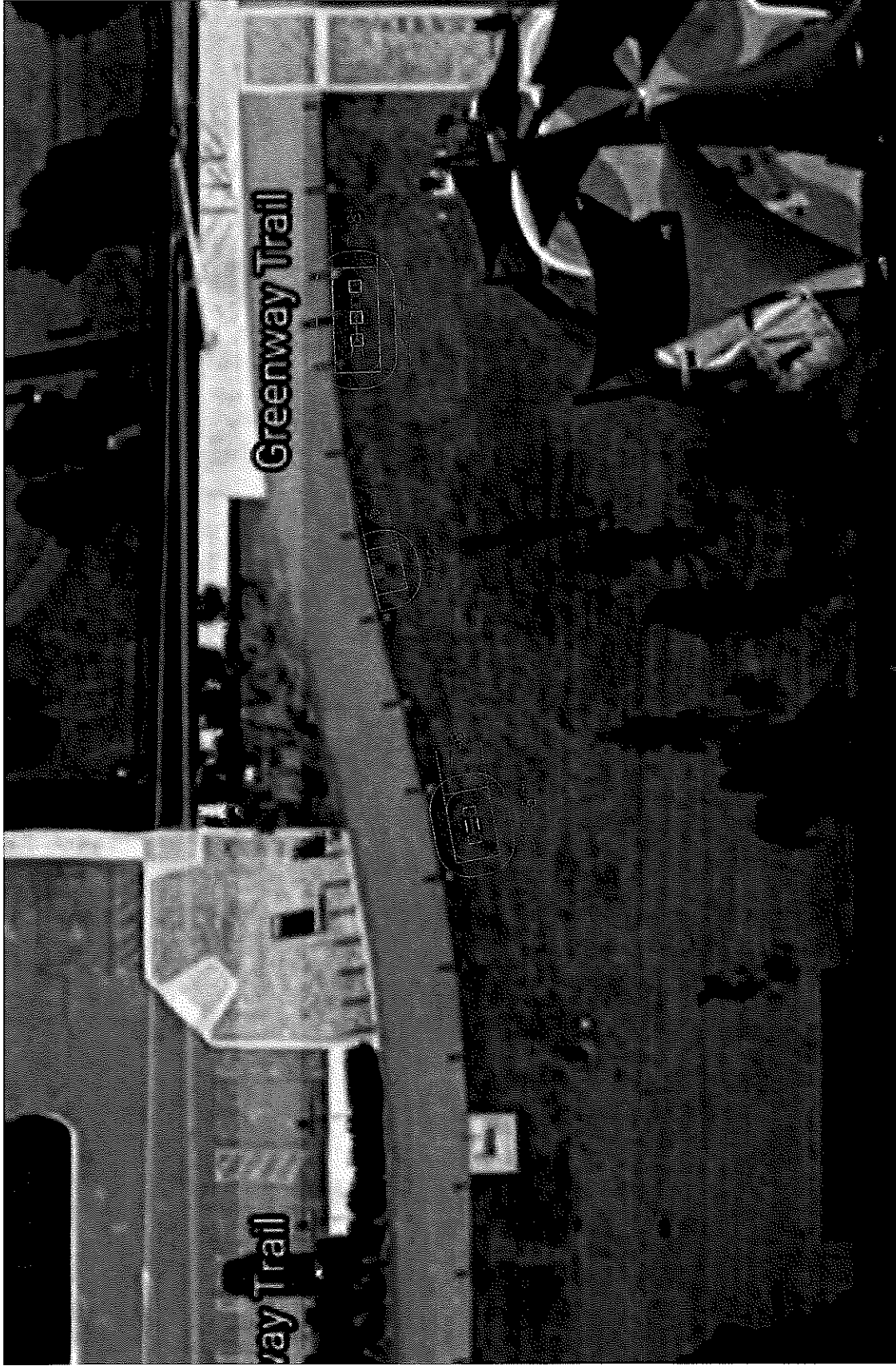
FALL ATTENUATING SAFETY SURFACING IS OPTIONAL FOR OUTDOOR FITNESS EQUIPMENT. IN ORDER TO MAINTAIN A. D. A. ACCESSIBILITY WHEN ORDERING THE FITNESS EQUIPMENT, THE GRADE SHOULD BE KEPT UNDER 2%.

TOTAL AREA IN SQUARE FEET OF SURFACING IS
--- SQ FT

DESIGNED BY:

NM
GREENFIELDS OUTDOOR FITNESS, INC.
2617 W. WOODLAND DR.
PH 888-315-9037, FAX 866-908-9719

DATE	DRAWING #	INITIALS



Trails & Trails Park

Doral, FL

EXHIBIT "F"
PRICING SHEET

PROPOSER: _____ DATE: _____

ADDRESS: _____

To furnish and deliver all materials and to do and perform all work in accordance with the contract documents.

Project Title: Outdoor Fitness Equipment Installation

Project Location: Doral Meadow Park and Trails & Tails Park

The undersigned bidder has carefully examined the contract documents, the site of the work and is familiar with the nature and extent of the work, permit conditions and local site conditions that may in any manner affect the work to be done and the equipment called for to complete the work in its entirety.

Bidder agree to perform all the work described including pro-rata share of overhead & profit and all associated installation costs for the following total lump sum.

Bidder shall include a breakdown of unit cost and quantities for each item included in the submittal of the lump sum amount on company letterhead. The unit price is for the duration of the project whether you add or subtract to the quantity.

TOTAL BID (NUMERICAL):

\$ _____

TOTAL BID (WORDS):

\$ _____

TOTAL NUMBER OF DAYS TO COMPLETE THE WORK _____

ADD ALTERNATE WORK	
COST TO TRANSPORT OUTDOOR FITNESS EQUIPMENT TO PROJECT SITES	\$

PROPOSER: _____

BY: _____

TITLE: _____

SIGNATURE: _____

ATTEST: _____

(CORPORATE SEAL)



City of Doral
ITB No. 2018-16
Installation of Outdoor Fitness Equipment at City Parks
Addendum 1

Below are questions that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned contract. This addendum is issued to modify the subject contract as follows:

1. Can I get a copy of the attendance list from the June 11 pre-bid meeting?
 - See attached below.

2. Can I get a list of plan holders as of this date?
 - In addition to the vendors that attended the pre-bid meeting: Construction Aggregates Corp IT Services; Daycoven Constructions LLC; No Fault Sport group; Pricewaterhousecoopers LLP; Robertson Industries, Inc; and Wells Flooring.

3. Invitation to bid has a conflict on when the bid is due, Please Clarify. . . is it Wednesday or is it Friday
 - Bid due date is as noted in the RFP document – June 27th, 2018 before 11:00 A.M.

4. Is there any addendum issued yet?
 - No, this is the first.

5. Who pays municipal permit fees?
 - See section 3.1.20 in ITB.

6. Who pays county permit fees (i.e. DERM etc.)
 - The City will pay for any permit fees as alluded to in section 3.1.20 in ITB.

7. Are there impact fees?
 - If there are impact fees associated with this project, this will be determined during the permitting process. Impact fees will be treated as permit fees for this project.

8. Have the plans been through preliminary review process in the building department yet. . . .if so, can you forward their comments
 - No preliminary review has been conducted. See section 3.1.19. It will be the awarded contractor's responsibility to put together all documentation needed for permitting.

9. Who provides the survey for each site?
 - The City will provide.

10. Who provides the site plan for each site?
 - The City will provide.



City of Doral
ITB No. 2018-16
Installation of Outdoor Fitness Equipment at City Parks
Addendum 1

11. What testing will be required at each site by the owner and its building department
 - Inspections at various stages in the project may be required. Any specific testing which may be required will be determined during the permitting process.

12. Who is responsible for the current condition of the equipment as it is not visible because it is in boxes
 - The City is responsible for the current condition of the equipment. Please refer to section 3.1.17 in the ITB which discusses what the City expects from the Contractor upon receiving the equipment at the site(s).

13. Who removes existing equipment at the sites?
 - See section 3.1.9 in ITB.

14. Who does the irrigation work at the sites
 - See section 3.1.11. The City will address irrigation lines which interfere with the proposed location(s) of the concrete slab. Irrigation lines or heads which are damaged during to performance of work by the Contractor outside of the proposed location(s) of the concrete slab shall be the Contractors responsibility to repair.

15. Is there a safety surfacing product required on the concrete slabs?
 - No surface is being requested as part of this ITB.

16. Who provides the engineering for the new concrete slabs?
 - The awarded Contractor. Please refer to section 3.1.19 in ITB.

17. What is under the existing artificial grass at Doral Park
 - Rubber surfacing and footings for existing equipment.

18. How thick is whatever is under the artificial grass at Doral Park
 - Rubber surfacing is ~2"-4" thick.

19. Who owns the current equipment at Doral Park
 - The City of Doral.

20. Will the owner be responsible for moving off-site the current equipment at Doral Park?
 - See section 3.1.9 in ITB.

21. Who does the landscape work at each site outside of the immediate work areas impacted
 - Refer to section 3.1.15 in ITB.



City of Doral
ITB No. 2018-16
Installation of Outdoor Fitness Equipment at City Parks
Addendum 1

22. Will you be awarding the "entire project" to one bidder or will you separate out the two sites?
- It is the City's intent to select one (1) Contractor as stated in the ITB.
23. Will you provide the minutes taken at the June 11th meeting in an addendum for all bidders?
- A separate addendum will no longer be published, as all that was discussed has been addressed with the City's responses and the ITB document.
24. Specify your expectations of "experienced" when you say "the City of Doral is seeking an experienced contractor to install outdoor fitness equipment. . ."
- Contractors who have experience performing the work outlined in this ITB or similar work in the past.



City of Doral
ITB No. 2018-16
Installation of Outdoor Fitness Equipment at City Parks
Addendum 1

Pre-Bid Sign In Sheet.

RFP # 2018-16

INSTALLATION OF OUTDOOR FITNESS EQUIPMENT AT CITY PARKS

JUNE 11, 2018

	Name	Company	Telephone No.	Email Address
1	DONALD WEST	DW RECREATION	561-818-4819	DWEST@DWRECREATION.COM
2	NELSON FONSECA	LEADEX CORP	305-266-2028	NELSON@LEADEXCORP.COM
3	NELSON BACALLAO	BC&E CONSTRUCTION	305-796-2805	BCONENG@GMAIL.COM
4	VALENTIN MALAVE	DAYCOVAR CONSTRUCTION LLC	305-235-4340	VMALAVE@DAYCOVENCONSTRUCTIONS.COM
5				
6				

Exhibit “B”
Regal Contractors, Inc.
Proposal

Regal Contractors Inc.
1220 S. W. Squire Johns Lane
Palm City, FL. 34990

561-906-7321

Paul L. Martin, Pres.

regalcontractorsinc@gmail.com

June 27, 2018

Installation of Outdoor Fitness Equipment at City
Parks

ITB 2018-16

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33. ADA Disability Nondiscrimination Statement
35. Non Collusion Affidavit
37. Sworn Statement on Public Entity Crimes
39. Drug Free Workplace Program
41. Copeland Act Anti-kickback Affidavit
42. Equal Employment Opportunity Certification
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Letter of Transmittal

Regal Contractors Inc has a understanding of the services required by this RFP for ITB 2018-16 for the City of Doral

Regal Contractors Inc will furnish the required services in full compliance to the terms, conditions and specifications set forth in the RFP for ITB 2018-16 for the City of Doral

Paul L. Martin, President, will be authorized to make representations for the proposer, Regal Contractors Inc. In his absence, such authority passes to Aren Faaland, Vice President. Their contacts are as follows.

Paul Martin	561-906-7321	regalcontractorsinc@gmail.com
Aren Faaland	561-374-0740	arenfaaland@gmail.com

Paul L. Martin
1220 S.W. Squire Johns Lane
Palm City, FL. 34990
regalcontractorsinc@gmail.com
561-906-7321

EDUCATION

1975 - 1979 University of Notre Dame
 College of Business BBA

1983 - 1984 University of Florida
 College of Architecture
 Marshall Rinker School of Building Construction

Certifications and Licensing

State of Florida General Contractor CGCA15079
State of Florida Real Estate Broker BK363673
National Certified Playground Safety Inspector #34391-419
NPCAI Recreation Installation Specialist #2015-1230
National Society of Leaders In Construction

Employment

Regal Contractors Inc. 1991 - Present President

General contracting firm specializing in governmental and commercial projects focused on the restoration of existing outdoor recreational uses and the creation and design and construction of new outdoor recreational uses including, but not limited to, day care centers, schools, parks, green ways, resorts, hotels and commercial office parks

Sun Construction Corp. 1979 - 1991 Vice President

General contracting firm for commercial and residential clients including car dealerships, custom homes \$1M plus, hotels, shopping centers, and large retail outlets

SECTION 4 – BID SUBMITTAL FORM

ITB No. 2018-16

(Adjust and simplify as required by commodity being purchased)

THIS PROPOSAL IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, 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 Documents for the Contract Price and within the Contract Time indicated in this ITB and in accordance with the other terms and conditions of the Contract Documents.
2. Respondent(s) accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Respondent(s) agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
3. In submitting this Proposal, Respondent(s) represents, as more fully set forth in the Agreement, that:
 - (a) Respondent(s) has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. <u>ONE</u>	Dated: <u>6-19-2018</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

- (b) Respondent(s) has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Respondent(s) has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Respondent(s) has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required

by Bidder for such purposes.

- (e) Respondent(s) has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (f) Respondent(s) has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Respondent(s).
- (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Respondent(s) has not directly or indirectly induced or solicited any other Respondent(s) to submit a false or sham Proposal; Respondent(s) has not solicited or induced any person, firm or corporation to refrain from submitting; and Respondent(s) has not sought by collusion to obtain for itself any advantage over any other Respondent(s) or over the City.

- 4. Respondent(s) understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
- 5. Respondent(s) understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Respondent(s) shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
- 6. Respondent(s) agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
- 7. Communications concerning this Proposal shall be addressed to:

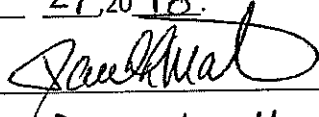
Bidder: Regal Contractors Inc
Address: 1220 SW SQUIRE JOHNS LANE
PALM CITY FL 34990
Telephone 561.906.7321
Facsimile Number 772.597.0451
Attention: PAUL MARTIN

- 8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

STATEMENT

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

SUBMITTED THIS DAY JUNE 27, 2018.

Person Authorized to sign Proposal:  (Signature)

PAUL L. MARTIN (Print Name)

PRESIDENT (Title)

Company Name: REGAL CONTRACTORS INC

Company Address: 1220 S.W. SQUIRE JOHNS LANE

PALM CITY FL 34990

Phone: 561.906.7321 Fax: 772-

597.0451 email: regalcontractorsinc@gmail.com

SECTION 5 – FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Statement of No Response
- Solicitation Response Form
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Non-Collusion Affidavit
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Bidders Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards

STATEMENT OF NO RESPONSE

ITB No. 2018-16

**FOR BIDDERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY WRITE "N/A"
ON THIS FORM.**

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Clerk’s Office 8401 NW 53rd Terrace, Doral, FL 33166. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a Bid on the above because of the following reasons:

- _____ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only (explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or an equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

Solicitation Response Form

BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.

Name: ITB No. 2018-16 Title: Installation of Outdoor Fitness Equipment at City Parks

Due Date: June 27th, 2018 at 11:00 am

Delivery Location: City of Doral
City Clerk's Office
8401 NW 53rd Terrace
Doral, FL 33166

Submitted by: REGAL CONTRACTORS INC
(name of company and address) 1220 SW SQUIRE JOHNS LANE
PALM CITY FL 34990

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

of originals: ____ # of copies: ____ # of CD copies: ____

BIDDER INFORMATION WORKSHEET

ITB No. 2018-16

COMPANY/AGENCY/FIRM NAME: REGAL CONTRACTORS INC

ADDRESS: 1220 S.W. SQUIRE JOHNS LANE PALM CITY FL

BUSINESS EMAIL ADDRESS: regalcontractorsinc@gmail.com PHONE No.: 561-906-7321

CONTACT PERSON & TITLE: PAUL MARTIN PRESIDENT

CONTACT EMAIL ADDRESS: regalcontractorsinc@gmail.com PHONE No.: 561-906-7321

BUSINESS HOURS: 9:00 ~ 5:00 M-F

BUSINESS LEGAL STATUS: (circle one) CORPORATION // PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT // SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: NOV. 4, 1991

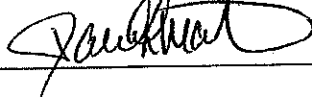
ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT
(if different from address provided above):
SAME

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

PAUL MARTIN PRESIDENT 561.906.7321
(First, Last Name) (Title) (Contact Phone Number)

AREN FAALAND VICE PRESIDENT 561.374.0740
(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

CONTACT'S SIGNATURE:  DATE: 6/27/2018

BIDDER QUALIFICATION STATEMENT

ITB No. 2018-16

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project:

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location MORGAN LEVY PARK
- Owner Name CITY OF DORAL
- Contact Person MICHAEL FESTA
- Contact Telephone No. (305) 593-6600
- Email Address: michael.festa@cityofdoral.com
- Yearly Budget/Cost \$50,000 +
- Dates of Contract From: 2016 To: _____
2. Project Name/Location ECHO LAKE PARK
- Owner Name CITY OF WEST PALM BEACH
- Contact Person RUDY GALINDO
- Contact Telephone No. 561-804-4903
- Email Address: rgalindo@wpb.org
- Yearly Budget/Cost \$100,000 +

Dates of Contract From: MAY 2018 To: _____

3. Project Name/Location JUAN PABLO DUARTE PARK

Owner Name CITY OF MIAMI

Contact Person CARLOS LOZANO

Contact Telephone No. (305) 416-1247

Email Address: clozano@miamigov.com

Yearly Budget/Cost \$100,000 +

Dates of Contract From: 2016 To: _____

END OF SECTION

N/A

Paul L. Martin

Signature of Affiant

JUNE 26, 2018

Date

PAUL L. MARTIN, PRES.

Printed Name of Affiant

Sworn to and subscribed before me this 26 day of JUNE, 2018.

Personally known _____

OR

Produced identification Id / License

Notary Public-State of FLORIDA

Id / License

Type of Identification

My commission expires: 7/19/18

Printed, typed, or stamped commissioned name of Notary Public

Sabina K Jadusingh



SABINA K JADUSINGH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF107045
Expires 7/19/2018

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

ITB No. 2018-16

Title: Installation of Outdoor Fitness Equipment at City Parks

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Doral, Florida

by: PAUL L. MARTIN PRESIDENT
(print individual's name and title)

for: REGAL CONTRACTORS INC
(print name of entity submitting sworn statement)

whose business address is: 1220 SW SQUIRE JOHNS LANE

and (if applicable) its Federal Employer Number (FEIN) PALM CITY, FL 34990
is: 650294151

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub Awarded Respondent(s), or third party Awarded Respondent(s) under this project 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 12101-12213 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, 29 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.



SIGNATURE

Sworn to and subscribed before me this 26 day of JUNE, 20 18.

Personally known _____

OR

Produced Identification Id / License

Notary Public- State of FLORIDA

My commission expires: 7-19-18

Printed, typed, or stamped commissioned name of Notary Public

Sabina K. Jadusingh



SABINA K JADUSINGH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF107045
Expires 7/19/2018

NON-COLLUSION AFFIDAVIT

ITB No. 2018-16

State of FLORIDA)

) SS

County of MARTIN)

PAUL L. MARTIN being first duly sworn, deposes and says that:

(1) He/She/They is/are the PRESIDENT

(Owner, Partner, Officer, Representative or Agent) of REGAL CONTRACTORS WC the Respondent(s) that has submitted the attached Proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

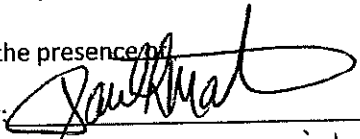
(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said RESPONDENT(S) nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT(S), firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from submitting in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any RESPONDENT(S), firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other RESPONDENT(S), or to fix any overhead, profit, or cost elements of the Proposal Price or the Proposal Price of any other RESPONDENT(S), or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the RESPONDENT(S) or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

in the presence of

By: 

PAUL L. MARTIN

(Printed Name)

PRESIDENT

(Title)

ACKNOWLEDGMENT

State of Florida

County of MARTIN

On this the 26 day of JUNE, 2018, before me, the undersigned Notary

Public of The State of Florida, personally appeared

PAUL L. MARTIN - and

(Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Sabina K JADUSINGH

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:



SABINA K JADUSINGH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF107045
Expires 7/19/2018

Sabina K JADUSINGH

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

- Personally known to me, or
- Personally identification:

(Type of

Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:

FD/License

1

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

ITB No. 2018-16

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF DORAL
by PAUL L. MARTIN, PRESIDENT
for REGAL CONTRACTORS INC. whose business
address is 1220 SW SQUIRE JOHNS LANE
PALM CITY FL 34990 and (if applicable) its
Federal Employer Identification number (FEIN) is 650294151 (IF the entity had no FEIN, include the
Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 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 those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. 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 vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name) PAUL L. MARTIN

(Title) PRESIDENT

Sworn to and subscribed before me this 26 day of JUNE, 2018

Personally known _____ Or Produced _____
Identification FL D/Renew Notary Public - State of FLORIDA My Commission
Expires 7-19-18

(Type of Identification)(Printed, typed, or stamped commission name of notary public)



SABINA K JADUSINGH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF107045
Expires 7/19/2018

Sabina K. Jadus Singh

DRUG-FREE WORKPLACE PROGRAM

ITB No. 2018-16

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish 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.
2. Inform 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.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify 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.
5. Impose 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.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


PRES.
VENDOR'S SIGNATURE

REGAL CONTRACTORS INC.
NAME OF COMPANY

PAUL L. MARTIN, PRES.
VENDOR PRINT NAME

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

ITB No. 2018-16

I, PAUL L. MARTIN, PRESIDENT
(Individual's Name) (Title)

of the Regal Contractors Inc, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

, PRES.
Individual's Signature

6.27.2018
DATE

CONE OF SILENCE CERTIFICATION
ITB No. 2018-16

I, PAUL L. MARTIN, PRESIDENT
(Individual's Name) (Title)

of the Regal Contractors Inc, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.

 PRES.
Individual's Signature

6.27.2018
Date

TIE BIDS CERTIFICATION
ITB No. 2018-16

I, PAUL L. MARTIN, PRESIDENT
(Individual's Name) (Title)

of the Regal Contractors Wc, do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 5.1.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

6-27-2018

Date

RESPONDENT(S)'S CERTIFICATION

ITB No. 2018-16

I have carefully examined the Request for Proposal, Instructions to Respondent(s), General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bid.

I hereby propose to furnish the goods or services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent(s) is interested in said Respondent(s); and that the undersigned executed this Respondent(s)'s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

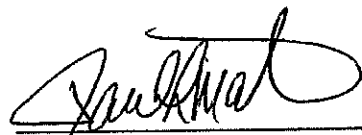
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Awarded Respondent(s), supplier, sub-Awarded Respondent(s), or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

REGAL CONTRACTORS INC

Name of Business

By:

Sworn to and subscribed before me
this 26 day of JUNE, 2018



Signature

PAUL L. MARTIN PRESIDENT

Name and Title, Typed or Printed

1220 SW SQUIRE JOHNS LANE

Mailing Address

PALM CITY FL 34990

City, State and Zip Code

561-906-7321

Telephone Number



Notary Public

STATE OF FLORIDA

My Commission Expires

CERTIFICATE OF AUTHORITY
(IF CORPORATION)



SABINA K JADUSING
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF107045
Expires 7/19/2018

STATE OF FLORIDA)
) SS:
COUNTY OF MARTIN)

I HEREBY CERTIFY that a meeting of the Board of Directors of the
REGAL CONTRACTORS WC

a Corporation existing under the laws of the State of FLORIDA, held
on JUNE 26, 2018, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated,
JUNE 27, 2018, to the City of Doral and this Corporation and that their execution thereof, attested by the
Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 26, day of
JUNE, 2018.

Secretary: *[Signature]* SEC.

(SEAL)

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We REGAL CONTRACTORS INC, hereby acknowledge and
Prime Awarded Respondent(s)

agree that we, as the Prime Awarded Respondent(s) for City of Doral, **Installation of Outdoor Fitness Equipment, ITB No. 2018-16**, as specified, have 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 agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Sub Awarded Respondent(s)'s Names)

to comply with such act or regulation.

REGAL CONTRACTORS INC

AWARDED RESPONDENT(S)

 SEC.

ATTEST

BY: PAUL L MARTIN

END OF SECTION

EXHIBIT "F"

PRICING SHEET

PROPOSER: REGAL CONTRACTORS INC DATE: 6-27-2018

ADDRESS: 1220 SW SQUIRE JOHNS LANE PALM CITY, FL 34990

To furnish and deliver all materials and to do and perform all work in accordance with the contract documents.

Project Title: Outdoor Fitness Equipment Installation

Project Location: Doral Meadow Park and Trails & Tails Park

The undersigned bidder has carefully examined the contract documents, the site of the work and is familiar with the nature and extent of the work, permit conditions and local site conditions that may in any manner affect the work to be done and the equipment called for to complete the work in its entirety.

Bidder agree to perform all the work described including pro-rata share of overhead & profit and all associated installation costs for the following total lump sum.

Bidder shall include a breakdown of unit cost and quantities for each item included in the submittal of the lump sum amount on company letterhead. The unit price is for the duration of the project whether you add or subtract to the quantity.

TOTAL BID (NUMERICAL):

\$ 50,175⁰⁰

TOTAL BID (WORDS):

\$ FIFTY THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS

TOTAL NUMBER OF DAYS TO COMPLETE THE WORK

90 DAYS AFTER RECEIPT
OF BUILDING PERMIT

ADD ALTERNATE WORK	
COST TO TRANSPORT OUTDOOR FITNESS EQUIPMENT TO PROJECT SITES	\$ ADD \$ 1200 ^{xx} /100

PROPOSER: REGAL CONTRACTORS WC

BY: PAUL L. MARTIN

TITLE: PRESIDENT

SIGNATURE: 

ATTEST: 
(CORPORATE SEAL)



Regal Contractors, Inc.

ITB # 2018-16 Installation of Outdoor Fitness Equipment at City Parks in Doral, FL

Bid Cost Sheet

Permit Running	\$ 450
Engineering Fee	\$ 1,800
Mobilization	\$ 4,800
Project Management	\$ 1,500
Dumpster	\$ 948
Demo Existing Equipment	\$ 1,900
Excavation	\$ 3,200
Concrete Slabs	\$18,662
Install 13 pcs. Fitness Equipment	\$16,015
Sod and Site Remediation	\$ 900



January 1, 2018

Re: Regal Contractor, Inc - authorized Installer

To whomever it may concern,

Regal Contractors, Inc. is a factory authorized vendor and certified installer for Greenfields Outdoor Fitness Equipment for the state of Florida; supporting all related supply and service of our products within the various counties and cities of south Florida.

Regal Contractors, Inc.
1220 SW Squire Johns Lane
Palm City FL 34990
Tel: 561 906-7321
Contact: Paul Martin
State Contractor License: CGCA 15079

This letter is valid until Dec 31, 2019, after which time an updated letter will be issued.

Please feel free to contact me directly with any inquiries concerning this issue.

Sincerely,

Sam Mendelsohn
President & CEO

GREENFIELDS
Outdoor Fitness Equipment
T: 888-315-9037
E: sam@greenfieldsfitness.com

MARTIN COUNTY ORIGINAL
BUSINESS TAX RECEIPT
Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 2013-513-0175 Cert CGCA15079
Phone (561)906-7321 Sic No 236115
Location 1220 SW SQUIRE JOHNS LN PC



Prev Yr	\$.00	Lic Fee	\$26.25
	\$.00	Penalty	\$.00
	\$.00	Coll-Fee	\$.00
	\$.00	Transfer	\$.00

TOTAL \$26.25

Has satisfied requirements to engage in the business, profession
or occupation of CERT. GEN CONTRACTOR
at location listed for the period beginning on the
26 Day of JULY
AND ENDING SEPTEMBER 30 2018

MARTIN, PAUL LOUIS
REGAL CONTRACTORS INC
1220 SW SQUIRE JOHNS LANE
PALM CITY, FL 34990

11 2016 55915.0001 PAID

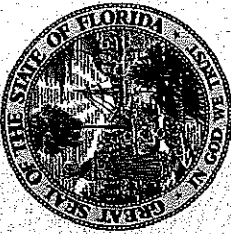
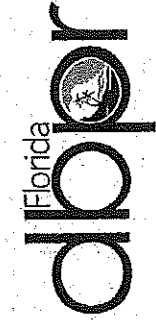
THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

MARTIN, PAUL LOUIS

REGAL CONTRACTORS INC
1220 SW SQUIRE JOHNS LANE
PALM CITY FL 34990

LICENSE NUMBER: CGCA15079

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



City of Doral
ITB No. 2018-16
Installation of Outdoor Fitness Equipment at City Parks
Addendum 1

Below are questions that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned contract. This addendum is issued to modify the subject contract as follows:

1. Can I get a copy of the attendance list from the June 11 pre-bid meeting?
 - See attached below.

2. Can I get a list of plan holders as of this date?
 - In addition to the vendors that attended the pre-bid meeting: Construction Aggregates Corp IT Services; Daycoven Constructions LLC; No Fault Sport group; Pricewaterhousecoopers LLP; Robertson Industries, Inc; and Wells Flooring.

3. Invitation to bid has a conflict on when the bid is due, Please Clarify. . . is it Wednesday or is it Friday
 - Bid due date is as noted in the RFP document – June 27th, 2018 before 11:00 A.M.

4. Is there any addendum issued yet?
 - No, this is the first.

5. Who pays municipal permit fees?
 - See section 3.1.20 in ITB.

6. Who pays county permit fees (i.e. DERM etc.)
 - The City will pay for any permit fees as alluded to in section 3.1.20 in ITB.

7. Are there impact fees?
 - If there are impact fees associated with this project, this will be determined during the permitting process. Impact fees will be treated as permit fees for this project.

8. Have the plans been through preliminary review process in the building department yet. . . if so, can you forward their comments
 - No preliminary review has been conducted. See section 3.1.19. It will be the awarded contractor's responsibility to put together all documentation needed for permitting.

9. Who provides the survey for each site?
 - The City will provide.

10. Who provides the site plan for each site?
 - The City will provide.



City of Doral
ITB No. 2018-16
Installation of Outdoor Fitness Equipment at City Parks
Addendum 1

11. What testing will be required at each site by the owner and its building department
 - Inspections at various stages in the project may be required. Any specific testing which may be required will be determined during the permitting process.

12. Who is responsible for the current condition of the equipment as it is not visible because it is in boxes
 - The City is responsible for the current condition of the equipment. Please refer to section 3.1.17 in the ITB which discusses what the City expects from the Contractor upon receiving the equipment at the site(s).

13. Who removes existing equipment at the sites?
 - See section 3.1.9 in ITB.

14. Who does the irrigation work at the sites
 - See section 3.1.11. The City will address irrigation lines which interfere with the proposed location(s) of the concrete slab. Irrigation lines or heads which are damaged during to performance of work by the Contractor outside of the proposed location(s) of the concrete slab shall be the Contractors responsibility to repair.

15. Is there a safety surfacing product required on the concrete slabs?
 - No surface is being requested as part of this ITB.

16. Who provides the engineering for the new concrete slabs?
 - The awarded Contractor. Please refer to section 3.1.19 in ITB.

17. What is under the existing artificial grass at Doral Park
 - Rubber surfacing and footings for existing equipment.

18. How thick is whatever is under the artificial grass at Doral Park
 - Rubber surfacing is ~2"-4" thick.

19. Who owns the current equipment at Doral Park
 - The City of Doral.

20. Will the owner be responsible for moving off-site the current equipment at Doral Park?
 - See section 3.1.9 in ITB.

21. Who does the landscape work at each site outside of the immediate work areas impacted
 - Refer to section 3.1.15 in ITB.



City of Doral
ITB No. 2018-16
Installation of Outdoor Fitness Equipment at City Parks
Addendum 1

22. Will you be awarding the "entire project" to one bidder or will you separate out the two sites?
- It is the City's intent to select one (1) Contractor as stated in the ITB.
23. Will you provide the minutes taken at the June 11th meeting in an addendum for all bidders?
- A separate addendum will no longer be published, as all that was discussed has been addressed with the City's responses and the ITB document.
24. Specify your expectations of "experienced" when you say "the City of Doral is seeking an experienced contractor to install outdoor fitness equipment. . ."
- Contractors who have experience performing the work outlined in this ITB or similar work in the past.



City of Doral
ITB No. 2018-16
Installation of Outdoor Fitness Equipment at City Parks
Addendum 1

Pre-Bid Sign In Sheet.

RFP # 2018-16

INSTALLATION OF OUTDOOR FITNESS EQUIPMENT AT CITY PARKS

JUNE 11, 2018

	Name	Company	Telephone No.	Email Address
1	DONALD WEST	DW RECREATION	561-818-4819	DWEST@DWRECREATION.COM
2	NELSON FONSECA	LEADEX CORP	305-266-2028	NELSON@LEADEXCORP.COM
3	NELSON BACALLAO	BC&E CONSTRUCTION	305-796-2805	BCONENG@GMAIL.COM
4	VALENTIN MALAVE	DAYCOVAR CONSTRUCTION LLC	305-235-4340	VMALAVE@DAYCOVENCONSTRUCTIONS.COM
5				
6				

Exhibit “C”
Payment Form

Application For Payment No. _____

To: City of Doral
From: _____
Agreement: _____
Project: _____
City's Agreement No. _____
For Work accomplished through the date of: _____

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	_____ % of completed Work:	\$ _____
	_____ % of stored material:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments:	\$ _____
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ _____

Accompanying Documentation: _____

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from City on account of Work done under the Agreement referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to City at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to City indemnifying City against any such lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Agreement Documents and not defective.

Date Contractor

By: _____

State of _____
County of _____

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

City's Representative

APPLICATION FOR PAYMENT INSTRUCTIONS

A. GENERAL INFORMATION

The sample form of Schedule of Values is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by City and Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the law provides), and Contractor elects to deposit securities in lieu of retainage.

B. COMPLETING THE FORM

The Schedule of Values, submitted and approved, should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. LEGAL REVIEW

All accompanying documentation of a legal nature, such as lien waivers, should be reviewed by an attorney.

Application No. _____

Date: _____

ITEM	UNIT PRICE	ESTIMATED QUANTITY	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED
1.	\$		\$		\$		\$	\$
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
TOTAL			\$		\$		\$	\$

Note: Total Schedule of Values Amount should equal the current Contract Price.

Exhibit “D”
Insurance Requirements

EXHIBIT "D"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate (Per Job)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

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	
\$500,000 for bodily injury caused by an accident, each accident	
\$500,000 for bodily injury caused by disease, each employee	
\$500,000 for bodily injury caused by disease, policy limit	

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. Umbrella/Excess Liability Insurance: can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

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.

The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management

RESOLUTION No. 18-117

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2018-16, "INSTALLATION OF OUTDOOR FITNESS EQUIPMENT AT CITY PARKS," TO REGAL CONTRACTORS INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH REGAL CONTRACTORS INC. AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT LOWEST BIDDER SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP BIDDER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Invitation to Bid ("ITB") # 2018-16 on May 30, 2018 for the provision of installing outdoor fitness equipment at city parks; and

WHEREAS, as a result of the ITB, four (4) firms attended the non- mandatory Pre-bid meeting held on June 11, 2018; and

WHEREAS, Five (5) submittals were received and opened on June 27, 2018, with all firms meeting the basic required criteria based on review by the Procurement Division; and

WHEREAS, based on the review and market research done by the Procurement Division of the submittals received, the proposal provided by Regal Contractors Inc. was r; and

WHEREAS, staff respectfully requests approval to award ITB #2018-16 "Installation of Outdoor Fitness Equipment at City Parks" to Regal Contractors, Inc. and authorize the City Manager to execute the agreement with Regal Contractors Inc. and expend budgeted funds on behalf of the City in furtherance hereof. Funding for this project will come from the Parks & Recreation Account # 102.90005.500634; and

WHEREAS, staff also requests approval to authorize the City Manager to negotiate and enter into an agreement with the next lowest bidder successively if an agreement cannot be negotiated with Regal Contractors Inc.

NOW THEREFORE, BE IT RESOLVED BY THE 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. Award. Invitation to Bid #2018-16 is hereby awarded to Regal Contractors, Inc. for the provision of installing outdoor fitness equipment at City Parks. This award, in and of itself, does not vest Regal Contractors, Inc. with any rights absent entering into an agreement in furtherance hereof.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to execute the agreement with Regal Contractors Inc. and expend budgeted funds on behalf of the City in furtherance hereof. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City. Furthermore, the City Manager is hereby authorized to negotiate and enter into an agreement with the next lowest bidder successively if an agreement cannot be negotiated with Regal Contractors Inc.

Section 4. 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 Vice Mayor Rodriguez 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	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christl Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 8 day of August, 2018.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:


CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY