

CONSTRUCTION SERVICES AGREEMENT

THIS CONSTRUCTION SERVICES AGREEMENT (the "Agreement") is entered this 25 day of June, 2014, 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 **Play-Tech Construction Corp.**, an active, for-profit Florida corporation whose address and principal place of business is 12292 SW 122th Ct, Miami, FL 33186 (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 recreational turf over existing poured-in-place surfaces for ten (10) fitness stations associated with the City Vita Course; and

WHEREAS, the City solicited quotes from three (3) contractors, of which the Contractor provided the lowest, most responsive quote ; and

WHEREAS, the City desires to engage the Contractor, and the Contractor desires, to provide construction 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") specified in its Proposal, 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 thirty (30) 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 forty-five (45) 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 Play-Tech warranty on the materials (10) year warranty on the synthetic turf and installation as outlined in **Exhibit "B"**.
- (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 FOURTEEN THOUSAND TWO HUNDRED FIFTY-NINE DOLLARS AND NO CENTS (\$14,259.00), in accordance with Contractor's Proposal (the "Fee"). The Fee shall be paid as a lump sum payment within fifteen days of receiving notice of Final Completion and a corresponding invoice from the Contractor.
- (b) 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.
- (c) 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.
- (d) 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 an mutually agreed upon resolution can not 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:

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 Scorta Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Contractor: Play-Tech Construction Corp.
12292 SW 122 Court
Miami, FL 33186

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.

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]

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


Barbara Herrera, City Clerk


By:  (Edward A. Rojas)
Edward A. Rojas, City Manager

Date: 7.2.14

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


Weiss Seorta Helfman Pastoriza Cole & Bonsike, P.L.,
City Attorney

CONTRACTOR

By: 
Title: President
Date: 6/25/14

PLAY-TECH CONSTRUCTION CORP.

PROPOSAL

12292 SW 122 Ct
Miami, FL 33186
Phone 305.986.4728

jose@play-techconstruction.com

Proposed To:

Lazaro Quintero
City of Doral
8401 NW 53rd Terrace
Suite 202
Doral, FL 33166
lazaro.quintero@cityofdoral.com

DATE: February 6, 2014
PROPOSAL # 14-25
FOR: *Doral Meadow
Fitness Trail
Synthetic Turf
Overlay*

DESCRIPTION	AMOUNT
Supply and install 2,940 square feet of Play-Tech Turf 50 over existing pour-in-place surface throughout 10 fitness stations. Work includes: Patch areas of existing PIP surface as to give uniform surface level Supply the Play-Tech Turf 50, seam tape, glue, and sand infill Complete installation of turf 10 year warranty on turf and installation Notes: Turf will be anchored to existing PIP surface No permit, processing, or permit fees included	\$ 14,259.00
TOTAL	\$ 14,259.00

If you have any questions concerning this proposal, contact N Jose Fonseca 305.986.4728

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

Exhibit “B”
Material Warranty



PLAY-TECH

WARRANTY

LIMITED WARRANTY: Your synthetic turf surface is designed, engineered and manufactured to the standards and specifications situate by Play-Tech Construction Corp. Subject to the terms and conditions set out herein, Play-Tech (The "Warrantor") warrants your synthetic turf surface will be serviceable as a sports field or playground area specified at the time of purchase, under normal conditions, for a period of ten (10) years from the date of completion of the installation contract.

In addition, the warranty on your synthetic turf surface shall be free of manufacturing and workmanship defects resulting in material UV degradation, a lack of tensile strength or delamination of the backing layer during the Warranty Period and the installation of your synthetic turf shall comply in all material respects with the Play-Tech's Standards for Installation.

GENERAL TERMS, CONDITIONS AND EXCLUSIONS IN RESPECT TO YOUR WARRANTY: The liability of the Warrantor under this Warranty shall be limited to the cost of the repair or replacement of the affected area of the synthetic turf surface, to a maximum amount not exceeding the original purchase price of the synthetic turf surface paid by the Warranty Holder. The Warrantor reserves the right to correct any defect prior to the synthetic turf being removed, replaced, or otherwise remedied. If replacement is necessary, in Warrantor's sole discretion, the Warrantor shall provided a synthetic turf of at least equal value should the identical surface not be available. The remedy of repair or replacement of the synthetic turf surface will be inclusive of labor costs, infill and other materials required by Warrantor to reasonably affect the remedy. There will be no cash payment. This limited Warranty gives you specific legal rights.

Payment in Full: The warranties herein are entirely conditional on Warrantor having received payment in full for all products and services agreed to be supplied and to which this Warranty applies.

Non-Transferability: The warranties herein are extended only to the original Warranty Holder and are not transferable to successors not listed in the enclosed Certificate of Warranty.

First Quality Product: The warranties herein are not applicable to synthetic turf sold as second quality, irregular, used or mill end materials.

Improper Maintenance or inadequate Care: Your synthetic turf surface requires routine maintenance. The Warrantor is not responsible for damage to your synthetic turf surface cause by, or attributable to, improper maintenance or inadequate care, which could void all of or part of your Warranty coverage granted herein.

Accidents, Abuse, or Abnormal Wear: The warranties herein do not cover claims related to your synthetic turf surface resulting from accidents or abuse such as staining, soiling, tearing, burning, vandalism, flooding, cutting, damage caused by animals, acts of God or by improper cleaning methods and application of harmful chemicals.

Synthetic Turf on Steep Inclines and Other Areas: The warranties herein do not cover damage or appearance changes in synthetic turf surfaces installed on steep inclines where adequate infill levels cannot be maintained or in areas subject to activity or use other than ordinary foot traffic.

Subsurface Failure: The use of proper materials and compaction of the subsurface below your synthetic turf surface is critical to maintaining a level, flat and safe playing surface. Your warranties herein do not cover claims caused by, or attributable to, the failure of the base or surface.

Pad Failure (if applicable): Some synthetic turf surfaces are installed with a shock absorption pad beneath the turf surface. Deterioration of the pad can cause problems with your synthetic turf surface. The Warrantor is not responsible for any defects caused by failure of such pad.

Changes in Synthetic Turf Color: The warranties' herein do not cover changes in turf color resulting from non-natural causes such as spills or the application of chemicals, liquids, garbage, residue from object places on the turf surface or other deleterious substances.

Differences in Samples: The warranties' herein do not cover minor and normal differences in the color, texture or mottling between the turf sample, illustrations or other photographic marketing material and the actual installed synthetic turf surface.



PLAY-TECH

WARRANTY

Temporary and/or Permanent Markings: You may wish to add temporary and/or permanent painted markings to your synthetic turf surface for various sports/play activities. You must only use paint that is specifically formulated for use on synthetic turf from an approved Play-Tech paint vendor. Failure to do so may result in permanent damage to the synthetic turf surface. Failure to specifically follow the approved paint supplier's proper application and maintenance procedures for the paint could void your warranty. Applying paint to the surface, even when applied properly, will change the texture of the surface and could negatively impact the surface's performance and safety. The warrantor is not responsible for the performance of the marking paint product or the resulting consequences of its use or application.

Consequential or Incidental Damages: EXCEPT AS PROVIDED IN THIS WARRANTY AND THE EXTENT PERMITTED BY LAW, THE WARRANTOR IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, NEGLIGENCE OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RELOCATION ON A PERMANENT OR TEMPORARY BASIS, ANY TRAVEL, TRANSPORTATION AND ACCOMMODATION COSTS.

Disclaimer of Implied Warranties: TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, THE WARRANTOR SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THE PURPOSE INTENDED BY THE WARRANTOR, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS WARRANTY. No third party is authorized to make any modification, extension, or addition to this warranty on behalf of the warrantor or its affiliates. Upon making of a valid claim by the Warranty Holder and the determination by Warrantor will arrange for replacement of the affected areas of your synthetic turf surface, subject to the cost of such replacement not exceeding the original purchase amount paid by the Warranty Holder for the synthetic turf surface being replaced. THIS IS NOT A PRO-RATED WARRANTY. The warranties herein shall be applicable to the replacement synthetic turf surface for the balance of the Warranty Period.

Infill (if applicable): The infill layer in your synthetic turf surface is one of its most important components. It is the component that helps the turf retain its impact absorption and appearance. An infill level too high will adversely affect the performance and useful life of the synthetic turf surface. An infill level that is too low interferes with the anchoring of the turf surface, causes wrinkling and/or buckling of the turf surface, fails to protect the turf fibers from premature wear and abrasion and has negative impact on safety and the useful life of the synthetic turf surface. You must maintain infill levels within the recommended parameters, in order to qualify for the warranties herein.

Turf Installation: Proper installation is as important as the original quality and durability of the synthetic turf. An improperly installed synthetic turf surface will not look as good, be as safe, nor last as long. Improper installation can lead to delaminating, buckling, wrinkling, seam rupture and loss of tufts in seam areas. ONLY A PLAY-TECH INSTALLER IS QUALIFIED TO PROFESSIONALLY INSTALL YOUR NEW PLAY-TECH SYNTHETIC TURF SURFACE. The Play-Tech Standards for the Installation must be followed in order to qualify for the warranties set out herein. Before installing your new synthetic turf surface or having it repaired during the Warranty Period, ensure your installer is certified by Play-Tech. Failure to do so may void your warranty.

NON-WARRANTED TURF SURFACE CHARACTERISTICS:

Appearance Retention* All Synthetic turf surfaces will change in appearance over time. This is primarily due to foot traffic and normal wear and tear. Synthetic turf surfaces in heavy traffic areas will exhibit the most change. A good quality synthetic fiber and infill, providing it is properly maintained, will help extend the surfaces' appearance. The tips of the tufts in certain types of synthetic turf, over time and with use, will fibrillate, causing it to split or bloom. This is normal and should be expected.



PLAY-TECH

WARRANTY

Crushing *: Crushing is the compaction of the pile thickness in the synthetic turf surface due to foot traffic or repeated use or placement of heavy objects, including motorized equipment. Regular Play-Tech approved sweeper/blower in high traffic areas may help reduce changes in appearance caused by crushing.

Indentations*: Indentations will occur from placing heavy objects on the turf or repeatedly operating motorized equipment on the surface without the recommended tires or underinflated tires, thereby causing crushing, as aforementioned, or indentation damage to the subsurface. Brushing the affected area will usually restore the crushed tufts to their original position.

Matting*: Matting is the entanglement of synthetic turf fibers and tufts of the yarn tips and may be caused by a low infill level, or more often, improper maintenance and/or removal of temporary or permanent painted markings can cause matting. Residue from a spill that was not cleaned up thoroughly or not rinsed completely will also lead to matting.

Shading *: Shading is a change in pile direction that results in an apparent change in color due to the light reflecting in different ways. Solid color turf surfaces will exhibit this more often than textured or multi-hued surfaces. This is normal. Severe causes of shading are also known as pooling or watermarking. This condition is the result of permanent pile reversal that occurs after installation. It has no known cause and is usually confined to only certain areas of installation. Pooling or watermarking is not considered a manufacturing defect.

Shedding*: Shedding is a normal characteristic of synthetic turf surfaces, particularly sporting surfaces. It is more apparent in monofilament products as compared to slit filament products. Regular sweeping/vacuuming will remove most of the loose fibers during the first year of service.

Seams *: Seams are required in the process of installing synthetic turf surfaces. Seams do show, and with some types of surfaces seams can be more apparent. THERE ARE NO INVISIBLE SEAMS

** Each of these items are characteristic of synthetic turf surfaces and are not considered manufacturing defects.*

WARRANTY HOLDER OBLIGATIONS UNDER THIS WARRANTY:

WHAT YOU MUST DO

In order to maintain and protect your coverage under the terms of these warranties, you must do the following:

1. Have your synthetic turf surface installed according to PLAY-TECH Standards for Installation guidelines by a PLAY-TECH Installer
2. Read your Warranty carefully
3. Read your PLAY-TECH Maintenance Manual carefully
4. Keep proof of purchase in the form of the contract, bill, invoice, and/or statement from your PLAY-TECH provider, displaying the price you paid for the synthetic turf surface
5. Regularly maintain and care for your synthetic turf surface according to the explicit recommendations described in the PLAY-TECH Maintenance Manual
6. Keep current and retain detailed Maintenance log pertaining to your maintenance program and the scheduling of the services provided

Obtaining Warranty Services : Prompt recognition and notification of a problem or defect in your synthetic turf surface is important to its longevity. Notify PLAY-TECH Representative in writing upon discovering a problem or defect during the Warranty Period. Such written notice of a problem or defect shall be given immediately, and in any event the sooner of the last day of the warranty period or thirty days of when your first noticed, or reasonably should have noticed, said problem or defect. Be sure to document and describe the specific problem together with a photo and include a copy of the invoice. PLAY-TECH CONSTRUCTION CORP. reserves the right to inspect and verify any problem for which notice has been delivered as a condition precedent to determining the validity of a Warranty Claim.

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

**INSURANCE REQUIREMENTS- CONSTRUCTION
REQUIREMENTS FOR HORIZONTAL PROJECTS
Less than \$200,000**

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$1,000,000

Policy Aggregate \$2,000,000

Personal & Advertising Injury \$1,000,000

Products & Completed Operations \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

Contingent & Contractual Liability

Premises and Operations Liability

Primary Insurance Clause Endorsement

Explosion, Collapse & Underground Hazard

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage

Combined Single Limit

Any Auto/Owned Autos or Scheduled Autos

Including hired and Non Owned Autos

Any One Accident \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. **Workers Compensation**
Statutory- State of Florida

Employer's Liability

A. Limits of Liability
\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

V. **Owners & Contractor's Protective**

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

City of Doral listed as the named insured

VI. **Payment and Performance Bond (If Applicable)**
City of Doral listed as Obligee

VII. **INSTALLATION FLOATER (If Applicable)** \$_____

Causes of Loss: All Risk/Special Form Coverage
Valuation: Replacement Cost
Deductible: 10,000 AOP, 5% Wind and Hail

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

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

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