

## INSTALLATION SERVICES AGREEMENT

THIS INSTALLATION SERVICES AGREEMENT (the "Agreement") is entered this 8<sup>th</sup> day of April, 2021, by and between the **City of Doral**, Florida, a Florida municipal corporation whose address and principal place of business is 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166, (the "City"), and **Campus Construction Group**, an active, for-profit Florida corporation whose address and principal place of business is 7925 NW 12<sup>th</sup> Street, Suite 104, Doral, FL 33126 (the "Contractor"). The City and Contractor may be individually referred to as a "Party" or collectively referred to as the "Parties."

### RECITALS

**WHEREAS**, On November 25, 2020, the City advertised Request for Proposal # 2020-32 "Replacement of Playground Surfacing" for the provision of replacing the playground surfacing at Downtown Doral Park, Doral Meadow Park, and Morgan Levy Park (the "Project"); and

**WHEREAS**, on January 19, 2021 an evaluation meeting was held where submittals received were scored and ranked. The evaluation committee determined that Campus Construction Group was the highest ranked firm; and

**WHEREAS**, On March 17, 2021, the Mayor and City Council-members approved Resolution #21-63 awarding RFP# 2020-32 to the top ranked firm and authorizing the City Manager to negotiate and enter into an agreement with Campus Construction Group. for the provision of replacing the playground surfacing at Downtown Doral Park, Doral Meadow Park, and Morgan Levy Park; 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 # 2020-32 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 City will issue a separate Notice to Proceed for each project site. The Contractor agrees that the Work shall be substantially completed within the respective calendar days for each project site below after the date specified in the Notice to Proceed (“Substantial Completion”).

- Doral Meadow Park- Fourteen (14) calendar days
- Morgan Levy Park- Thirty (30) calendar days
- Downtown Doral Park- Thirty (30) calendar days

The Work is to be fully completed and ready for final payment in accordance with the Agreement Documents within the respective calendar days for each project site below after the date specified in the Notice to Proceed (“Final Completion”).

- Doral Meadow Park- Twenty-one (21) calendar days
- Morgan Levy Park- Forty (40) calendar days
- Downtown Doral Park- Forty-five (45) calendar days

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 Parks & Recreation 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 as outlined in Request for Proposal # 2020-32.

(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.





Substantial Completion shall be defined as the point at which, as certified in writing by the Contractor, the Work is deemed sufficiently completed in strict compliance with the Scope of Work in Exhibit "A". 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. Final Completion shall be defined as the date in which the Work is 100% completed, punch list work included. 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 TWO HUNDRED TWENTY THOUSAND SIX HUNDRED SIXTY NINE DOLLARS and ZERO CENTS (\$220,669.00), in accordance with Contractor's Proposal attached as **Exhibit "B"** (the "Fee"). The Fee shall be paid in payments upon final completion of each project site within thirty days of receiving notice of Final Completion and a corresponding invoice from the Contractor as follows...



Doral Meadow Park – TWENTY-SEVEN THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND THIRTY-ONE CENTS (\$27,715.31)

Morgan Levy Park- EIGHTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS AND FIFTY-ONE CENTS (\$87,855.51)

Downtown Doral Park- ONE HUNDRED FIVE THOUSAND NINETY-EIGHT DOLLARS AND EIGHTEEN CENTS (\$105,098.18)

- (b) 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. Payment must be accompanied by full lien releases and waivers executed by Contractor and by each Subcontractor and by any other information, documentation or certification that the City reasonably requests in connection with any liens or such waivers and releases.
- (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 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 outlined in 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

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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:                    Albert P. Childress, City Manager  
  City of Doral, Florida  
  8401 NW 53<sup>rd</sup> Terrace  
  Doral, Florida 33166

With a Copy to:                Luis Figueredo, Esq.  
  City Attorney  
  City of Doral  
  8401 NW 53<sup>rd</sup> Terrace  
  Doral, FL 33166

For The Contractor:        Hector Fernandez  
  President  
  Campus Construction Group.  
  7925 NW 12<sup>th</sup> Street, Suite 104  
  Doral, FL 33126

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 handwritten signature in blue ink, consisting of a stylized, cursive letter 'J' with a long, thin tail extending upwards and to the right.

**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:   
\_\_\_\_\_  
Albert P. Childress, City Manager

Date: April 12, 2021

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

  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

CONTRACTOR

By:   
\_\_\_\_\_  
Title: President

Date: 4/8/2021



**Exhibit “A”**  
**Scope of Work**

# **EXHIBIT A**

## **SCOPE OF SERVICES**

### **1.0 SCOPE OF WORK**

The project includes the furnishing of all materials including engineering, construction, permitting, installation, labor, and equipment for a complete installation for the replacement of playground surfacing at the following locations:

- Morgan Levy Park (5300 NW 102nd Ave, Doral, FL 33178)
- Doral Meadow Park (11555 NW 58th Street, Doral, FL 33178)
- Downtown Doral Park (8395 NW 53rd Street, Doral, FL 33166)

### **2.0 CONTRACTOR RESPONSIBILITY**

- 2.01 Contractor must be licensed to perform the work under this solicitation in Miami-Dade County and the State of Florida.
- 2.02 The Contractor shall meet onsite with a City representative prior to any work commencing.
- 2.03 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.
- 2.04 The Contractor must 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.
- 2.05 The Contractor will be responsible for removing and disposing old surfacing, infill, and any other surface(s) or materials which interfere with the proper installation of the new surface. Removal and disposal of all debris must be included as part of contractor’s proposal. The Contractor must ensure correct measurement of excavation and grades of sub-base.
- 2.06 The Contractor will be responsible for restoring any areas that were damaged during the removal and disposal of the old surface, staging of their equipment and materials, and/or the installation of the new surface.



- 2.07 The Contractor will be responsible for securing the work site on a daily basis throughout the project to prevent access to non-authorized individuals.
- 2.08 The Contractor must follow and abide by all OSHA and any other applicable agency's regulations when performing the work.
- 2.09 The Contractor shall comply with all federal, state and local laws, statues, ordinances, emergency orders (i.e. COVID-19), permitting, and regulations that are applicable for this scope of work.
- 2.10 The Contractor shall obtain all applicable federal, state, and local permits and inspections which are applicable for this scope of work.
- 2.11 The Contractor shall pay any fees for the purpose of the replacement of the playground surface. The City shall reimburse the Contractor, at direct cost, the cost of permits, including fees levied by Miami-Dade County, and City Building Department Master Permit and review fees.
- 2.12 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.
- 2.13 The Contractor must provide shop drawings and product submittals for review and approval prior to commencing any work. Shop drawings shall include seaming location and layout and perimeter and project specific details.
- 2.14 Contractor guarantees that the price specified in the Agreement herein is based on the Contractor's examination of the site and that no claim for additional compensation shall be made if the conditions encountered differ from those anticipated by such examination other than conditions uncovered during removal of existing playground surface.
- 2.15 The Contractor guarantees that it shall provide the City with the degree of skill, care, judgment, and supervision necessary to assure that the work shall be of the highest quality, with workmanship proper, fit, suitable, and sufficient for the purpose contemplated and in accordance with the best trade practices.
- 2.16 All parts of work shall, during time of contract, be subject to inspection and test by the City or its representatives. Approval for all work will be by City or its representatives. When poor workmanship or improperly specified materials are reason for rejection, correction will be at the Contractor's expense.





- 2.17 The Contractor will be responsible to notify the City should they notice or encounter any issues which could impact the installation of the synthetic turf system or its performance after installation.
- 2.18 The Contractor must ensure that the synthetic turf and materials they are proposing are permeable and that installation of the turf allows for the timely and proper drainage of water. The Contractor will be responsible for correcting any areas that do not drain properly. The Contractor must install any drainage system (if necessary).
- 2.19 The Contractor shall install a new 2" x 4" composite wood nailer board around the perimeter concrete edge secured to concrete using concrete fasteners and fasten synthetic grass to board. Method of fastening synthetic grass to board (ex. Screw, nail, staple...etc.) must not be visible or reachable by any patron or child using the playground.
- 2.20 The Contractor will be responsible to ensure that the final installation of the synthetic turf surface is flushed with the perimeter concrete edge. Any potential tripping hazard will be the Contractor's responsibility to correct.
- 2.21 The Contractor is to supply synthetic turf to cover a total area of ~ 14,244 square feet (Downtown Doral Park ~6,784 sq. ft., Morgan Levy Park ~5,671 sq. ft., Doral Meadow Park ~1,789 sq. ft.), safety padding, seam tape, glue, rubber/sand infill, and any other material or equipment that is necessary to complete the work. The City will not supply any material or equipment for the contractor to use.
- 2.22 The Contractor must use new infill (i.e. Rubber/Sand) which is clean and hazardous free. Infill shall not harden or degrade for a minimum of 8 years. Any existing infill from the previous playground surface cannot be reused.
- 2.23 The Contractor shall spread infill as recommended by turf manufacturer.
- 2.24 The Contractor shall use seam glue that will provide a strong, hazard-free, and durable bond between adjacent turf panels or sections.
- 2.25 The Contractor shall make sure that all seams are not in an area of high use in order to avoid the seams from coming apart from prolong high use.
- 2.26 The Contractor must ensure that the installation of the synthetic turf meets ADA regulations.
- 2.27 The Contractor shall apply an anti-static spray on the entire synthetic turf surface and must ensure that it passes ASTM D2047 testing. If the Contractor is proposing a synthetic turf



surface which already includes anti-static features, they must provide the specifications of the turf and must ensure that the turf can pass ASTM D2047 testing.

- 2.28 The Contractor must ensure that the synthetic turf has UV radiation resistance. The installed turf shall not show significant fading or embrittlement when compared with the approved record sample (See Proposal Format) within 8 years of installation.
- 2.29 The Contractor must ensure that the synthetic turf has been manufactured with an anti-microbial Ag-beraing resin, such as Microban by AlphanSan, integrated into the turf fiber.
- 2.30 The Contractor must ensure that the synthetic turf is cleanable/ maintainable by power brooming or vacuuming, with option of hosing or wet scrubbing for hard dirt.
- 2.31 The Contractor will be responsible for ensuring that the playground meets ASTM F1292 standards.
- 2.32 The Contractor will be responsible for testing to ensure that the playground passes ASTM F1292 testing (Impact Attenuation of Surfacing Materials within the use Zone of Playground Equipment) once the work has been completed. A copy of the test report showing that the surface meets ASTM F1292 testing requirements must be provided to the City in the closeout documents. The City will not be responsible for any costs associated with the Contractor having to take additional steps in order to meet ASTM F1292 standards.
- 2.33 Contractor must supply the City with two copies of an Operations & Maintenance Manual in binders, along with one electronic copy, in .pdf at the completion of the project.
- 2.34 Contractor must furnish extra synthetic turf material and rubber infill matching products installed on the project for use by the City.
  - Synthetic Turf Material: 100 sq. ft.
  - Turf Infill: Amount of material not exceeding 0.05% of the amount of material installed on this project, or lesser amount requested by the City.
- 2.35 The Contractor will be responsible for providing new safety padding throughout the entire playground surface. Padding within fall zones must meet the fall height requirement of the playground equipment in order to meet ASTM F1292 standards.

2.36 The Contractor will be responsible to ensure that transition of padding height from non- fall zones to fall-zones be smooth and seamless. Any potential tripping hazard will be the Contractor's responsibility to correct.





**Exhibit “B”**  
**Campus Construction Group.**  
**Bid Submittal**

TAB 1:

**TITLE PAGE**

CAMPUS CONSTRUCTION GROUP

7925 NW 12<sup>TH</sup> STREET, SUITE 104,

DORAL, FL 33126

305.805.3313

HECTOR J. FERNADEZ

[hfernandez@ccginc.net](mailto:hfernandez@ccginc.net)

01/15/2021

RFP No. 2020-32 REPLACEMENT OF

PLAYGROUNDS SURFACES

# TAB 2:

## TABLE OF CONTENTS

1. SECTION 3
  - a. TAB 3 LETTER OF TRANSMITTAL
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  - e. TAB 7 PRODUCT DATA
  - f. TAB 8 INSTALLATION CONFIRMATION LETTER
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2. SECTION 4
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3. SECTION 5
  - a. Statement of No Response
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  - c. Bidder Qualification Statement
  - d. Business Entity Affidavit
  - e. Non-Collusion Affidavit
  - f. No Contingency Affidavit
  - g. Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
  - h. Public Entity Crimes (Sworn Statement)
  - i. Drug Free Workplace Program
  - j. Copeland Act Anti-Kickback Affidavit
  - k. Equal Employment Opportunity Certification
  - l. Cone of Silence Certification
  - m. Tie Bids Certification
  - n. Bidder/ Proposer Certification
  - o. Certificate of Authority
  - p. Acknowledgement of Conformance with OSHA Standards
  - q. [IRS Form W-9](#) - Request for Taxpayer Identification Number and Certification

TAB 3:

**LETTER OF TRANSMITTAL**





**CAMPUS**  
**CONSTRUCTION**  
G R O U P


To: City of Doral  
City Clerk's Office, City Hall,  
8401 NW 53 Terrace, Doral,  
FL 33166.

Date: 01/15/2021

Re: Project RFP No. 2020 - 32 Replacement of Playground Surfacing

LETTER OF TRANSMITTAL

I Hector J. Fernandez understand all of the services required by this RFP. Also understand that I will furnish all the required services in full compliance to the terms, conditions, and specifications set forth in this RFP.



-----  
Hector Fernandez – President

# TAB 4:

## GENERAL INFORMATION

a. Name of business

CAMPUS CONSTRUCTION GROUP, INC

b. Mailing Address/ Phone Number

7925 NW 12<sup>TH</sup> STREET SUITE 104 DORAL FL 33126

c. Names of persons to be contacted for information or services, if different from the name of person in charge

JAIVER RINCON

d. Business hours

7:00 AM – 5:00 PM

e. Business legal status (Corporations, Partnership, Etc.)

CORPORATIONS

f. Provide the date business was organized and/or incorporated

OCTOBER 2006

g. Provide the location of the office from which work is to be done.

7925 NW 12<sup>TH</sup> STREET SUITE 104 DORAL FL 33126

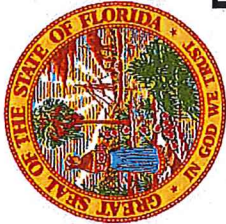
h. Indicate whether business is a parent or subsidiary in a group of firms/ agencies

IT'S A CORPORATION

i. 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. This includes but is not limited to providing a copy of the contractor's current, valid State of Florida General Contractor License.

SEE ATTACHEMENT NEXT PAGE

Ron DeSantis, Governor



Halsey Beshears, 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



**FERNANDEZ, HECTOR J**

CAMPUS CONSTRUCTION GROUP INC  
10101 NW 68 CT  
PARKLAND FL 33076

**LICENSE NUMBER: CGC059239**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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# TAB 5:

## REFERENCES

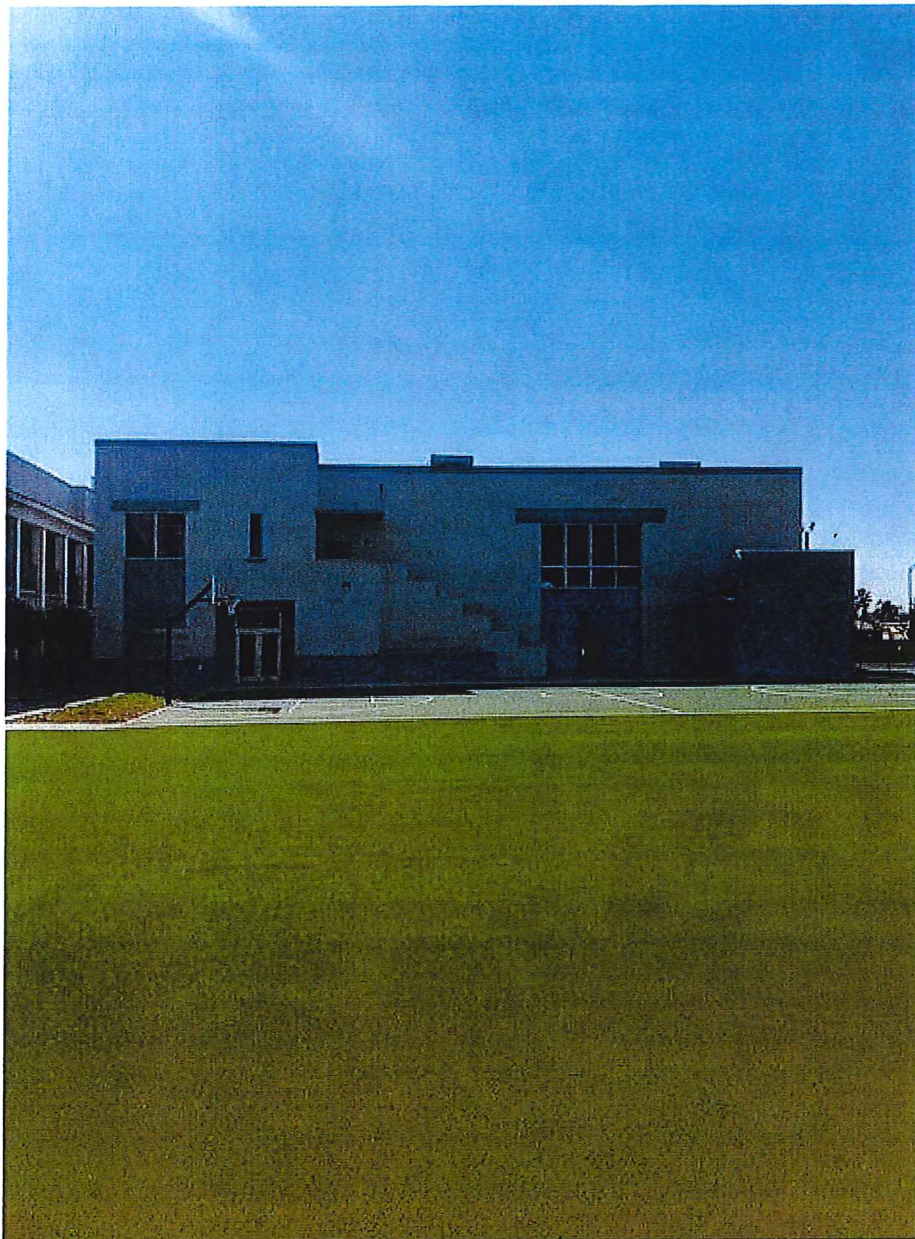
- DORAL HIGH SCHOOL – DANNY GONZALEZ 305.484.7629 – [doralathletics@gmail.com](mailto:doralathletics@gmail.com) - \$1.2M
- DORAL ELEMENTARY – PATRICIA BERRAONDO 305.986.5421 – [patberraondo@aol.com](mailto:patberraondo@aol.com) - \$225,000.00
- DOWNTOWN DORAL UPPER SCHOOL – LUIS CASTELLON 786.236.0909 – [lcastellon@codina.com](mailto:lcastellon@codina.com) - \$395,000.00



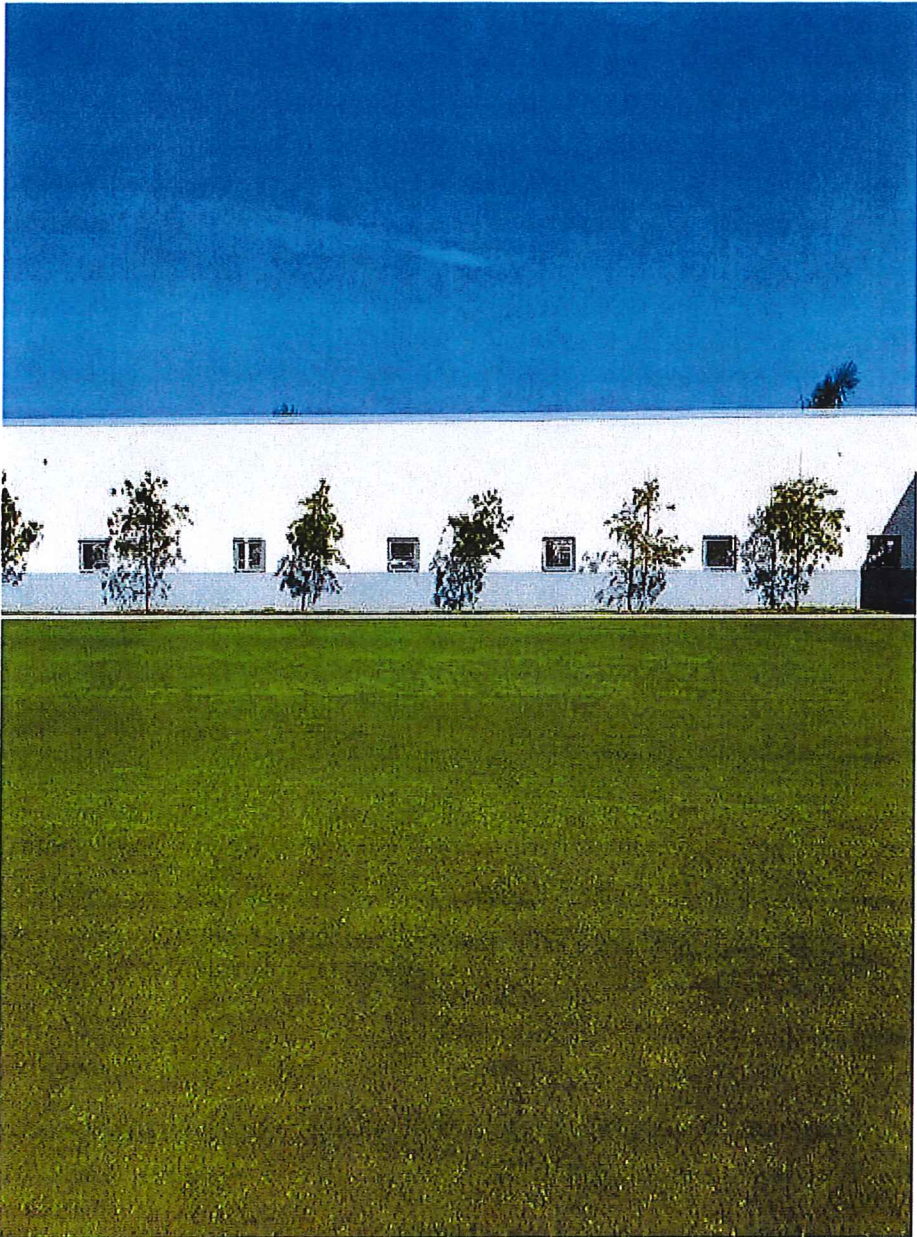


Doral Academy  
Baseball field





Somerset Sotto Gymnasium

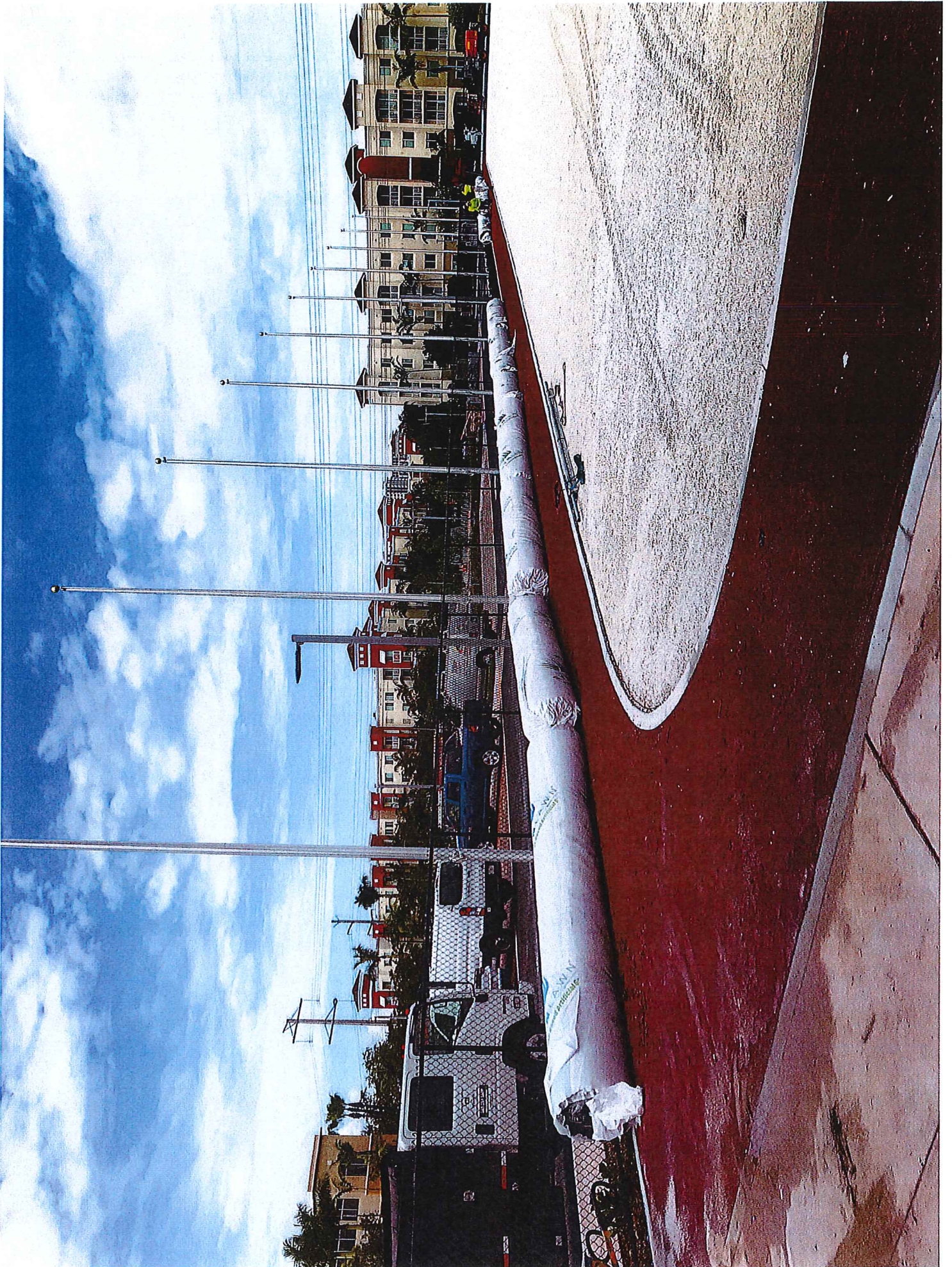




Downtown Doral  
Charter Upper School  
Artificial Turf









TAB 6:

**EXHIBIT "B" PRICING SHEET FORM**

# Exhibit B: Pricing Sheet

## Downtown Doral Park

$$\underline{\$ 15.49} \text{ Unit Price per sq. ft.} \quad \times \quad 6,784 \text{ sq. ft.} \quad = \quad \underline{\$ 105,098.18}$$

Subtotal A

## Morgan Levy Park

$$\underline{\$ 15.49} \text{ Unit Price per sq. ft.} \quad \times \quad 5,671 \text{ sq. ft.} \quad = \quad \underline{\$ 87,855.51}$$

Subtotal B

## Doral Meadow Park

$$\underline{\$ 15.49} \text{ Unit Price per sq. ft.} \quad \times \quad 1,789 \text{ sq. ft.} \quad = \quad \underline{\$ 27,715.31}$$

Subtotal C

Total (Subtotal A + B +C) =

\$ 220,669.<sup>00</sup>

\*\* Unit Price must include all costs associated with the scope of work outlined in the RFP.

TAB 7:

**PRODUCT DATA**





# SYNLAWN®

Plant-Based Artificial Grass



USDA  
CERTIFIED  
BIOBASED  
PRODUCT  
PRODUCT 7%



## SYNAugustine 547

USDA Certified Bio-based product using Super Yarn™ technology and renewable sugarcane to create a soft, environmentally friendly artificial grass variety that is as stunning as it is sustainable and economical.

SKU	SA547
Grass Zone Yarn/Color	PE / Field Green / Olive / Apple
Grass Zone Denier	9,900 / 9
Thatch Zone Yarn/Color	PE / Field Green / Beige
Thatch Zone Denier	5,000 / 8
Grass Zone Yarn Shape	Soft Omega
Finished Pile Height	1 3/8"
Finished Pile Weight	50 oz.
Backing	15 / 18 PP 2-Part / 22oz. EnviroLoc™
Tuft Gauge	3/8"
Total Weight	78 oz.
Tuft Bind	> 8 lbs.
Permeability	> 400 inches per / SY
Features	Sanitized*, EnviroLoc™, StatBlock™ Anti-Static, DualChill™ IR Reflective, Deluster, UV Stabilizers
Test Data	USDA Certified BioBased Product, ASTM E108 Class A Fire Rating, ASTM F1292, F1951



Unmatched Lifetime Warranty



EnviroLoc™ Plant-Based Backing



Deluster + UV Protection



ASTM E108 Class A Fire Rating

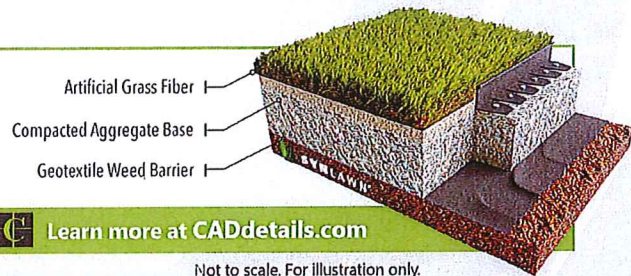


### SUPER YARN™ TECHNOLOGY

Sanitized\*  
Antimicrobial

DualChill™  
IR Reflective

StatBlock™  
Anti-Static



Learn more at [CADdetails.com](http://CADdetails.com)

Not to scale. For illustration only.

### RECOMMENDED USES



LANDSCAPE



PETS



PLAY



ROOFTOP



# SYNLAWN®

a sportgroup company

MADE IN  
U. S. A.



For ordering and questions, contact SYNLawn at 866-796-5296 or visit [SYNLawn.com](http://SYNLawn.com)

Primary Yarn Polymer	Polyethylene	Primary Backing	15/18 PP 2-Part
Yarn Cross Section	Soft Omega	Coating Type	22 oz. EnviroLoc™
Standard Color	Field Green / Olive / Apple	PE Yarn Denier / Ends	9,900 / 9
Fabric Construction	Tufted	Texturized Thatch Denier / Ends	5,000 / 8
Second Yarn Polymer Thatch	Polyethylene	Warranty Period	Limited Lifetime
Secondary Yarn Color	Field Green / Beige		

Finish Fabric	English System		ASTM Test
	Nominal Specification	Value	Units
Pile Height (Nominal)	1 3/8	inches	D-5823
Face Weight	50	oz/yd <sup>2</sup>	D-5848
Total Fabric Weight	78	oz/yd <sup>2</sup>	D-5848
Primary Backing Weight	6	oz/yd <sup>2</sup>	D-5848
Secondary Coating Weight	22	oz/yd <sup>2</sup>	D-5848
Tuft Bind	> 8	lbs.	D-1335
Grab Tear Strength (Average)	> 200	lbs.	D-5034
Total Yarn Linear Density	14,900	Denier	D-1577
Elongation to Break	> 30	%	D-2256
Yarn Breaking Strength	> 20	lbs.	D-5793
Machine Gauge	3/8	inches	D-5793
Flammability	Passed	-	D-2859
Water Permeability	447.81	in/hr	D-1551
Fabric Width	15	ft	-





# SYNLAWN®

SYNLAWN'S EXCLUSIVE

## HeatBlock™ Technology



### Artificial grass with cooler surface temperatures.

#### For a Difference You Can Feel...

Beat the heat with SYNLawn® artificial grass using HeatBlock™ Technology. Scientifically proven, SYNLawn's exclusive HeatBlock Technology lowers rising temperatures by reflecting sunlight, thus reducing heat build-up and emissivity.

Heat build-up occurs in most materials when thermal energy from the sun's rays hit the surface of an object. In the same way dark clothing absorbs more heat than light clothing, synthetic turf can also hold in heat making it uncomfortable when it's hot outside.

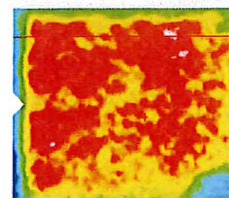
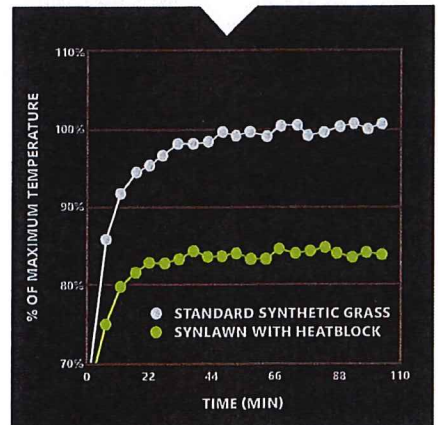
Therefore, SYNLawn with HeatBlock Technology incorporates infrared reflective pigments that help dissipate heat build-up and reduce fiber emissivity by as much as 20% cooler than similar artificial turf products.

#### For a Difference You Can See...

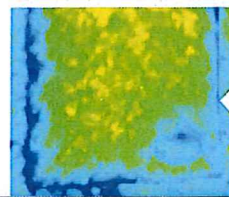
SYNLawn artificial grass with HeatBlock Technology also adds a finish to each grass fiber that has less 'shimmer', is softer to the touch and less abrasive than other synthetic grasses for a more realistic look you can see and feel.

Visit a SYNLawn dealer near you to experience th SYNLawn HeatBlock Technology difference today!

\*Thermal images captured with Fluke Ti20 Thermal Imager. Images are captured with a calibrated temperature data in a matrix of over 12,000 discrete measurements per thermal image.



Other Synthetic Grasses



SYNLawn with HeatBlock

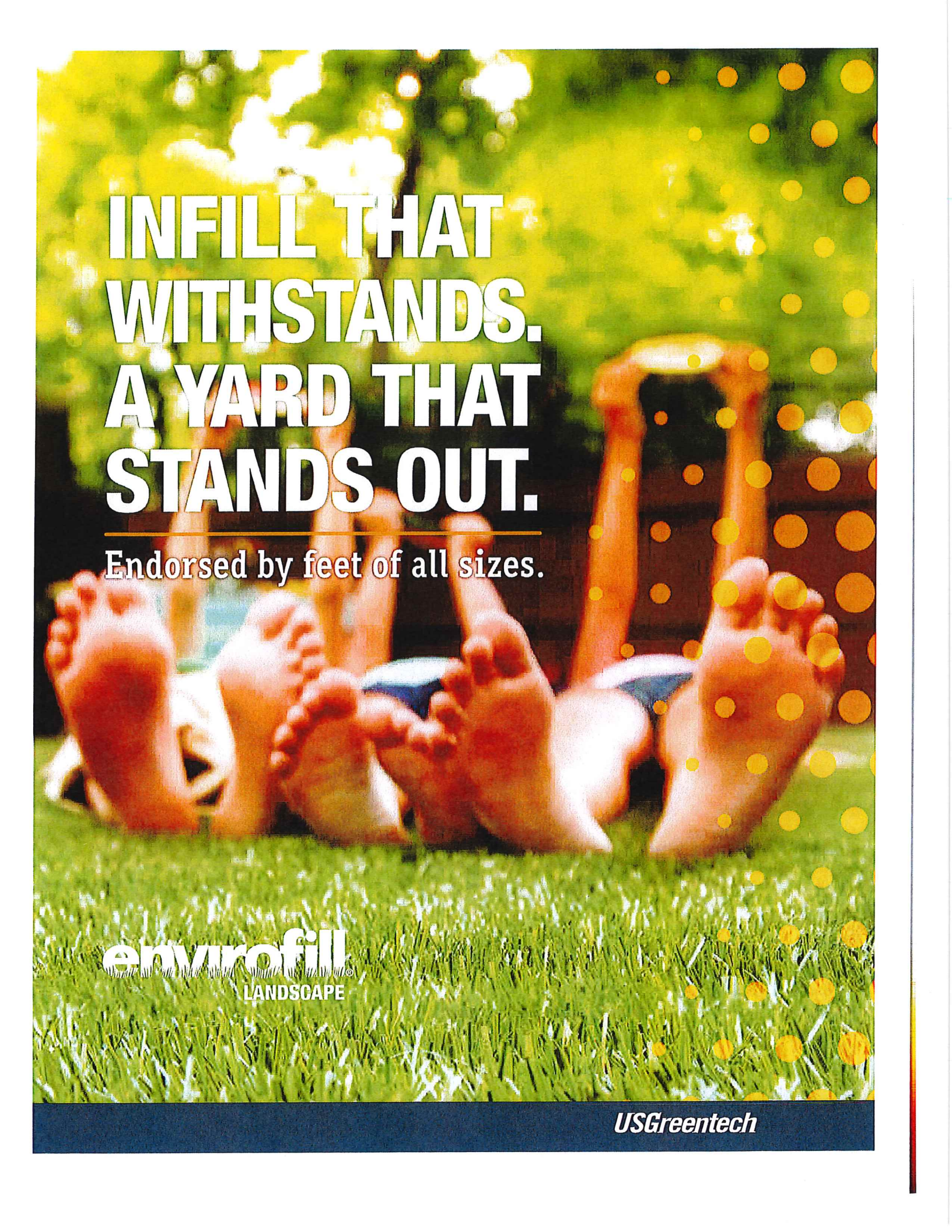


For ordering and questions, contact SYNLawn at 866-796-5296 or visit SYNLawn.com



SYNLAWN®





# INFILL THAT WITHSTANDS. A YARD THAT STANDS OUT.

Endorsed by feet of all sizes.

**envirofill**<sup>®</sup>  
LANDSCAPE

*USGreentech*



# INFILL THAT STANDS THE TEST OF TIME

## Redefining Your Landscape

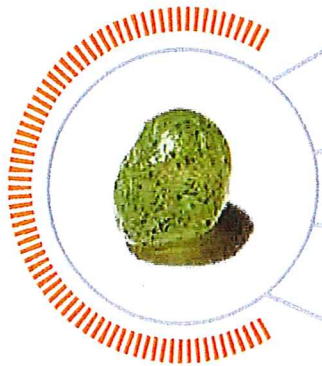


“My kids are constantly in and out of the yard, so the anti-microbial infill is helpful in keeping germs at a minimum for all of us.”

- Sarah B., Homeowner

**Envirofill®** makes artificial turf look and feel great. It's tough enough for any application, and it's completely safe. **Envirofill** is American-made using non-toxic components. No wonder it's the favorite of landscape experts for everything from playgrounds and putting greens to residential lawns and pet areas.

## Benefits



**A different kind of infill.** Envirofill is composed of naturally occurring sand found only in the Hickory Formation of central Texas. Its highly rounded quartz core resists compression so it doesn't compact over the life of the turf.

**It's cleaner.** Microban® antimicrobial protection is infused into Envirofill during the manufacturing process to help prevent the growth of bacteria, mold, and mildew that can cause stains, odors, and product deterioration.

**Sustainable.** Because of its superior durability, Envirofill's coating and color are warranted for 16 years. When your turf wears out and needs replacement, Envirofill has the potential to be reused in your new turf.

**Easy installation.** With its texturized thatch layers, landscape turf can be very dense and difficult to infill. Because of Envirofill's rounded shape, uniform size, and smooth surface, it quickly settles down into the turf—saving you time, effort, and aggravation.

Envirofill's exclusive partnership with Microban® provides an added level of antimicrobial protection for the lifetime of your infill.



Contact us today at: 800.548.0402

[www.envirofilllandscape.com](http://www.envirofilllandscape.com)

**USGreentech**

**envirofill**  
LANDSCAPE

DATE: 03-29-2019

TEST NUMBER: 0403802

CLIENT	Synlawn
--------	---------

TEST CONDUCTED	ASTM F1551 Water Permeability of Synthetic Turf Systems and Permeable Bases, DIN 18-035
----------------	---



PRODUCT NAME	SA541 (SA547)
DESCRIPTION OF PRODUCT TESTED	Turf

**GENERAL PRINCIPLE**

The test procedure is used to determine the flow rate of rainfall through a material. A volume of water is poured through the surface and timed. Calculations are then made on the inches of water that would pass through the substrate per hour. The sample was tested as received.

**TEST RESULTS**

IDENTIFICATION	RESULTS
SA541 (SA547)	193.67 Inches/Hour
	32 Sec/6" Zone
	63.13 Gal/min/yd <sup>2</sup>

APPROVED BY:

This report is provided for the exclusive use of the client to whom it is addressed. It may be used in its entirety to gain product acceptance from duly constituted authorities. This report applies only to those samples tested and is not necessarily indicative of apparently identical of similar products. This report, or the name of Professional Testing Laboratory Inc. shall not be used under any circumstance in advertising to the general public.



DATE: 07-16-2019

TEST NUMBER: 0404068

CLIENT: Synlawn

TEST CONDUCTED: ASTM F1951 Test Method for Determination of Accessibility of Surface Systems Under and Around Playground Equipment



PRODUCT NAME: SA547 with 2" underlayment 2lbs. of infill

**PROCEDURE**

This specification establishes minimum characteristics for those factors that determine accessibility. This specification applies to all types of materials that can be used under and around playground equipment. Playground surfaces represented as complying with this specification shall meet all applicable requirements regarding accessibility specified herein. Wheelchair work measurement method - straight propulsion and wheelchair work measurement method - turning shall be performed to conform with the requirements specified. Data was gathered by use of a "Smart Wheel" attached to the Everest and Jennings Traveler wheel chair fitted with pneumatic wheels.

**REQUIREMENT CRITERIA**

A surface in place shall have average work per foot (work per meter) values for straight propulsion and for turning less than the average work per foot (work per meter) values for straight propulsion and for turning, respectively, on a hard, smooth, surface with a grade of 1:14 (7.1 %).

**TEST RESULTS**

	Straight Line Propulsion	Turning Propulsion
BASELINE	14.9 lbs. (Average work/ft Force)	11.7 lbs. (Average work/ft Force)
	13.3 lbs. (Average work/ft Force)	10.2 lbs. (Average work/ft Force)

This turf system meets the criteria as set forth under this test method specification.

APPROVED BY:

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**TEST REPORT**


DATE: 02-05-2020

TEST NUMBER: 0404342

CLIENT	Synlawn
--------	---------

TEST CONDUCTED	ASTM F1292 Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
----------------	--



PRODUCT NAME	SA547
DESCRIPTION OF PRODUCT TESTED	Landscape turf tested over 3" compacted aggregate with 1.5 lbs/sq foot of sand infill.
PHOTO	

**GENERAL PRINCIPLE**

A test specimen is prepared using the commissioner's installation instructions by applying a seam through the middle of the surface material. The material is groomed and infilled as recommended. Each panel for testing is acclimated for a minimum of 24 hours in each respective condition. NIST Traceable temperature sensors are inserted into the sample to ensure the correct temperature is achieved through the matrix. Testing is commenced within one minute of removal from the acclimation chambers. The specimen is impacted at a specified velocity with a missile of given mass of 10.1 lbs and geometry. A transducer mounted in the missile monitors the acceleration time history of the impact, which is recorded with the aid of an oscilloscope or other recording device. The head-form was dropped at the requested height. The GMAX values, HIC (head impact criteria) are recorded for three drops. The second and third drops are averaged. Testing was conducted at three temperatures as listed on the results. The maximum criterion for passing a specified drop height is 200 gmax or 1,000 HIC.

Equipment	Accelerometer Calibration	Accelerometer Manufacturer and Type	Laboratory Conditions
GC Fall-tech	3-28-19	PCB Model 356B20	70° F and 50% RH
Date Received	Specimen Size Tested	Infill Total Weight	Infill Type
2-5-2020	4.0 Square Feet	6.0Lbs.	Sand

APPROVED BY:

*Larry G. Curry*

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**TEST RESULTS**

Tested at 25° F	DROP 1	DROP 2	DROP 3	AVERAGE OF DROPS 2 AND 3
GMAX	201	150	171	160
HIC	1249	849	928	888

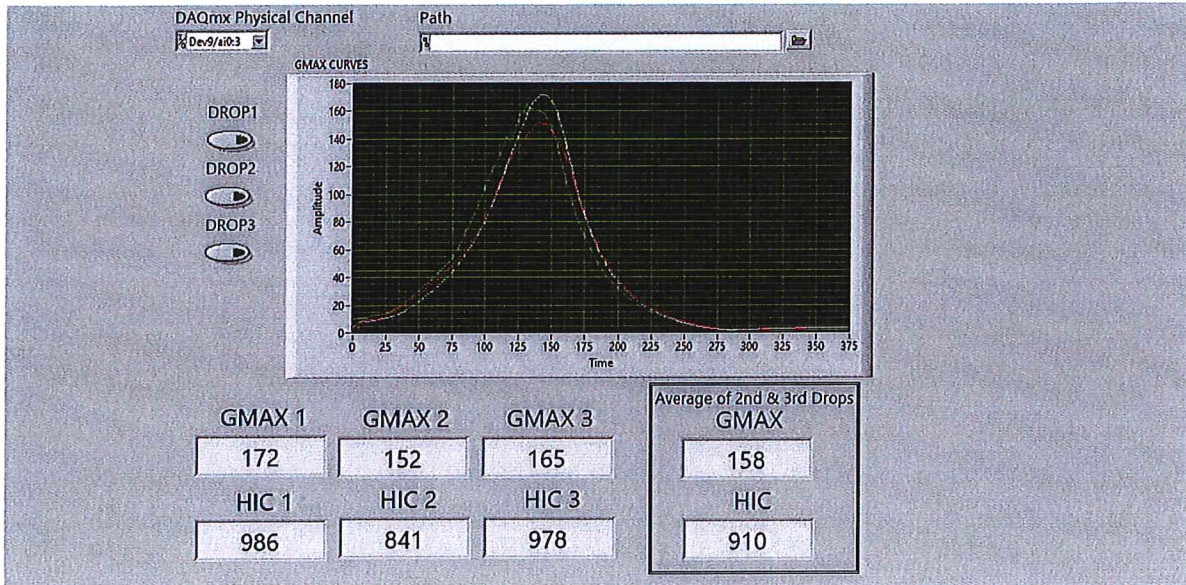
\* Submitted samples subjected to a theoretical drop height of 6.0 feet.

Tested at 72° F	DROP 1	DROP 2	DROP 3	AVERAGE OF DROPS 2 AND 3
GMAX	179	162	159	160
HIC	1005	903	900	902

\* Submitted samples subjected to a theoretical drop height of 6.0 feet.

Tested at 120° F	DROP 1	DROP 2	DROP 3	AVERAGE OF DROPS 2 AND 3
GMAX	172	152	165	158
HIC	986	841	978	910

\* Submitted samples subjected to a theoretical drop height of 6.0 feet.



**COMMENTS**

The tested assembly meets the criterion of performance of the determined least favorable impact position at a 6.0 fall height according to section 4.2 of ASTM F1292-17a. The determined least favorable impact position was at the seam of the turf over a seam of the cushion.

“The results reported herein reflect the performance of the described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently”.

APPROVED BY:

*Larry A. Curry*

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# SOUTHWEST RESEARCH INSTITUTE®

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CHEMISTRY AND CHEMICAL ENGINEERING DIVISION

FIRE TECHNOLOGY DEPARTMENT  
WWW.FIRE.SWRI.ORG  
FAX (210) 522-3377



## EVALUATION OF THE EXTERNAL FIRE RESISTANCE CHARACTERISTICS OF ROOF COVERING SYSTEMS IN ACCORDANCE WITH ASTM E108-17, STANDARD TEST METHODS FOR FIRE TESTS OF ROOF COVERINGS, CLASS A SPREAD OF FLAME TESTING

**MATERIAL ID: SA547**  
**TRADE NAME: SYNAugustine 547**

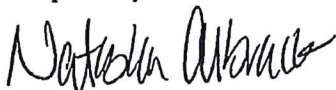
**FINAL REPORT**  
**Consisting of 8 Pages**

**SwRI® Project No.: 01.24104.01.120h**  
**Test Date: June 5, 2019**  
**Report Date: July 2, 2019**


**Prepared for:**

**Synlawn**  
**2680 Abutment Road SE**  
**Dalton, GA 30721**

**Prepared By:**

  
Natasha Albracht  
Research Engineer  
Material Flammability Section

**Approved By:**

  
Matthew S. Blais, Ph.D.  
Director  
Fire Technology Department

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Benefiting government, industry and the public through innovative science and technology



## 1.0 INTRODUCTION

This report describes a fire performance evaluation conducted for Synlawn in accordance with ASTM E108-17, *Standard Test Methods for Fire Tests of Roof Coverings*, Class A Spread of Flame (SOF) test requirements. Testing was conducted at the Fire Technology Department of Southwest Research Institute (SwRI), located in San Antonio, Texas.

This test method should be used to measure and describe the properties of materials, products, or assemblies in response to heat and flame under controlled laboratory conditions and should not be used to describe or appraise the fire hazard or fire risk of materials, products, or assemblies under actual fire conditions. However, results of this test may be used as elements of a fire risk assessment which takes into account all the factors that are pertinent to an assessment of the fire hazard of a particular end use.

This report describes the testing of the assembly tested and the results obtained. The results presented in this report apply specifically to the material tested, in the manner tested, and not to the entire production of these or similar materials, nor to the performance when used in combination with other materials.

## 2.0 SAMPLE DESCRIPTION

SwRI received samples on April 24, 2019, and the test deck build and installation happened at a later date by SwRI personnel. The sample is described below in Table 1.

**Table 1. Sample Description.**

Material ID	Description	Color
SA547	Tufted synthetic turf with 15/18 PP 2-part/20 oz EnviroLoc backing and 2 lb of sand per square foot.	Field green/Olive/Apple

## 3.0 TEST SETUP AND CRITERIA

Class A tests are applicable to roof coverings that are effective against severe test exposure, afford a high degree of fire protection to the roof deck, do not slip from position, and do not present a flying brand hazard. When a roof covering is restricted for use on noncombustible decks (steel, concrete or gypsum) only the spread of flame test is required. To be regarded as Class A, a roofing system shall meet the requirements of two spread of flame tests. Each of the 3 ft-4 in. × 8 ft test decks were inclined at a slope of 1/2":12 and were exposed to a 1400°F ± 50°F flame for 10 min. All tests were performed in the presence of a 1056 ± 44-ft/min air velocity.

In order to meet acceptance criteria in accordance with ASTM E108-17, a roof covering material shall meet the following conditions when subjected to the particular class of fire tests:

1. At no time, during or after, the Class A spread of flame test:

- Any portion of the roof covering material be blown or fall off the test deck in the form of flaming or glowing brands that continue to glow after reaching the floor,
  - The roof deck be exposed (except for roof coverings restricted to use over noncombustible deck), or
  - Portions of the roof deck fall away in the form of particles that continue to glow after reaching the floor.
2. During the Class A spread of flame tests, the flaming shall not spread beyond 6 ft (1.8 m) and there shall be no significant lateral spread of flame from the path directly exposed to the test flame.

#### **4.0 RESULTS**

The material identified as *SA547* passed the Class A SoF tests according to the requirements of ASTM E108-17. Visual observations are presented in Appendix A and photographic documentation is in Appendix B.



**APPENDIX A**  
**VISUAL OBSERVATIONS**  
**(CONSISTING OF 1 PAGE)**

Test ID: #1  
 Material ID: SA547  
 Ambient air temperature: 72°F      Relative humidity: 66%

Time (min:s)	Observations
00:00	Start of test; burner on.
10:00	Burner off. Turf melted in the flame path. PASS

**Flame-Spread Distance and Time**

Distance	1 ft	2 ft	3 ft	4 ft	5 ft	6 ft	7 ft	8 ft
Time (min:s)	—	—	—	—	—	—	—	—

Test ID: #2  
 Material ID: SA547  
 Ambient air temperature: 73°F      Relative humidity: 63%

Time (min:s)	Observations
00:00	Start of test; burner on.
10:00	Burner off. Turf melted in application flame path. PASS

**Flame-Spread Distance and Time.**

Distance	1 ft	2 ft	3 ft	4 ft	5 ft	6 ft	7 ft	8 ft
Time (min:s)	—	—	—	—	—	—	—	—



**APPENDIX B**  
**PHOTOGRAPHIC DOCUMENTATION**  
**(CONSISTING OF 2 PAGES)**



Figure B-1. SoF Test #1. Test setup.

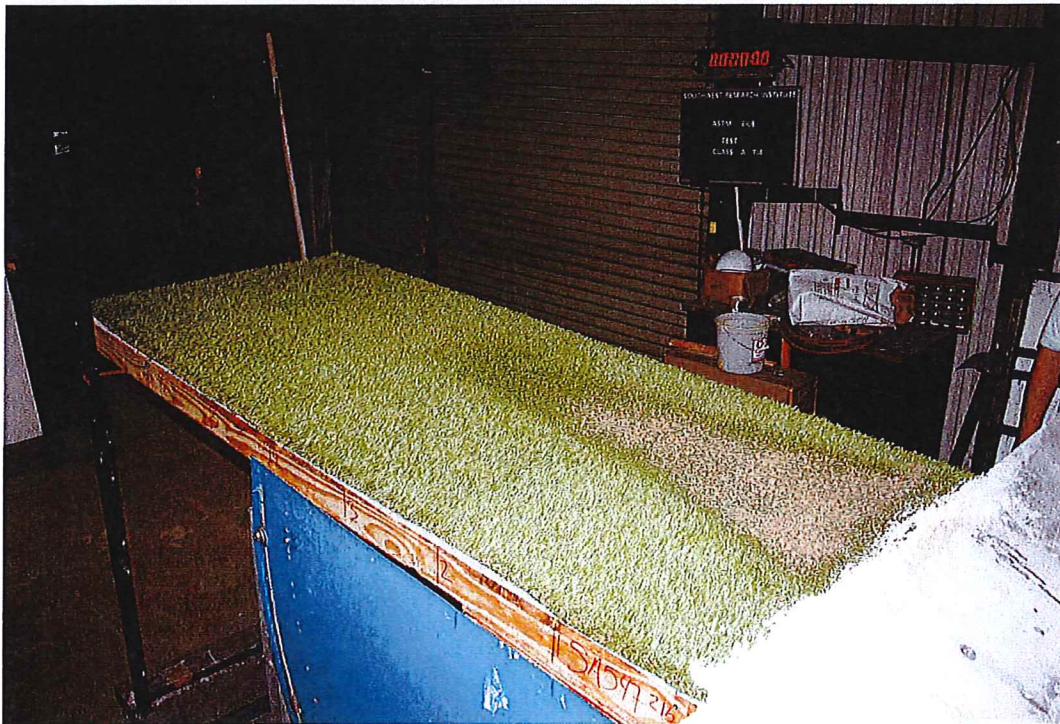
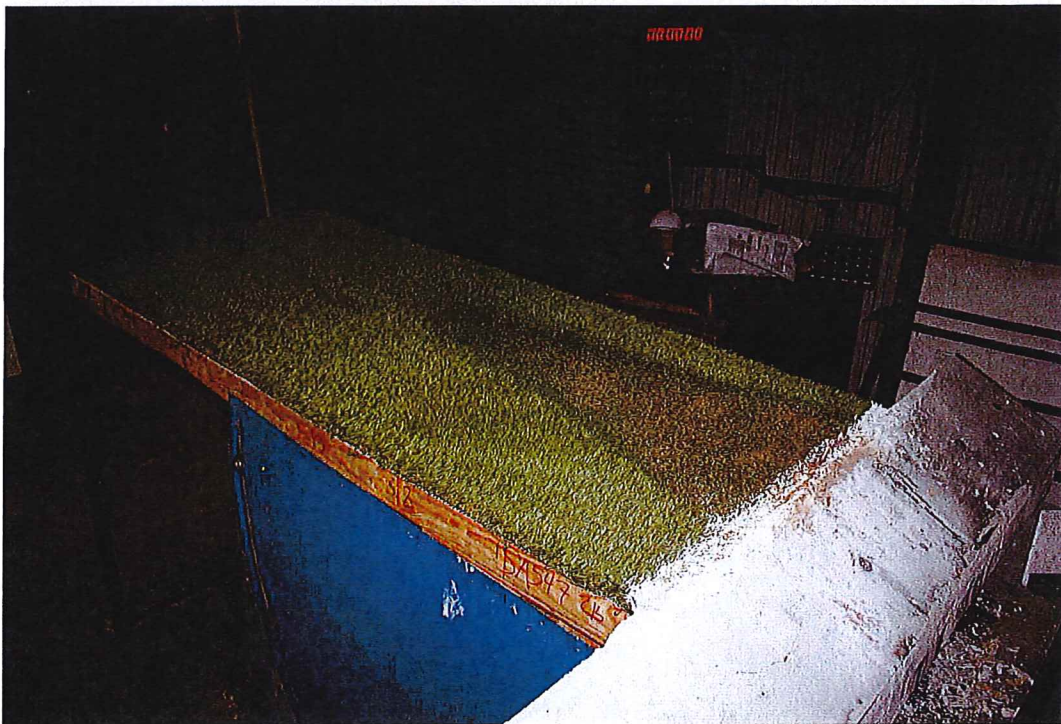


Figure B-2. SoF Test #1. Sample at the end of the test.





**Figure B-3. SoF Test #2. Sample at the beginning of the test.**



**Figure B-4. SoF Test #2. Sample at the end of the test.**

TAB 8:

**INSTALLATION CONFIRMATION**  
**LETTER**





January 14th, 2021

Davis McDougal  
SYNLawn  
2680 Abutment Road  
Dalton, GA 30721

EasyGrass is a certified SYNLawn installer with years of turf installation experience throughout the state of Florida. They are well trained in all forms of artificial turf installation.

Regards,

Davis McDougal  
Corporate Product Manager  
p: (205)-901-7747  
e: [dmcDougal@synlawn.com](mailto:dmcDougal@synlawn.com)  
w: [www.synlawn.com](http://www.synlawn.com) • [www.synlawngolf.com](http://www.synlawngolf.com)

TAB 9:

**WARRANTY**





**SYNLAWN®**

a sportgroup company

Effective: 1/01/2021

## COMMERCIAL STATEMENT OF WARRANTY TERMS AND CONDITIONS

### WARRANTY SCOPE

UV DEGREDDATION

REFLECTIVE LIGHT

BACKING INTEGRITY

YARNS

TUFTBIND

This Exclusive Limited Lifetime Warranty ("Warranty") is provided by SYNLawn ("Manufacturer") to the Purchaser ("Purchaser") of the SYNLawn synthetic turf product(s) identified below ("Product(s)"). By accepting the Product(s), Purchaser agrees to be bound by and accept these Warranty terms and conditions.

### SECTION 1. PRODUCTS

As used in this Warranty, the terms "Product" or "Products" means the SYNLawn products listed in Exhibit A.

### SECTION 2. EXCLUSIVE LIMITED LIFETIME WARRANTY

Manufacturer warrants to Purchaser that the Product(s) will substantially maintain their UV stability and tensile strength under normal conditions during the applicable warranty period set forth in Exhibit A ("Warranty Period"). For purposes of this Warranty, a Product shall be deemed to have maintained its UV stability and tensile strength if the original tensile strength and pile height of the Product does not decrease by more than fifty percent as a result of ultraviolet degradation within the applicable Warranty Period, beginning from the date of installation of the Product. This Warranty is not transferrable and is subject to the limitations, conditions, exceptions, and exclusions set forth herein.

### PRORATION

#### COMMERCIAL

YEAR 1-8	100%
YEAR 9-10	50%
YEAR 11 +	15%

#### GOLF TEE LINES

Less one tenth (1/10) per annum from date of installation

#### TRAMPLE ZONES

YEAR 1-15	100%
-----------	------

#### AGILITY TRACKS

YEAR 1-5	100%
YEAR 6-9	25%

### SECTION 3. EXCLUSIVE REMEDY & PRORATED COST

Purchaser's sole and exclusive remedy and Manufacturer's sole liability for any Product that fails to perform as warranted hereunder shall be limited to the repair or replacement of that portion of the Product that failed to perform as warranted on the cost and other terms set forth herein. Within a reasonable time after receipt of the required Warranty claim notice, Manufacturer will determine, based on its experience and knowledge, the type and extent of repair or replacement reasonably necessary to return the affected portion of the Product to its original or reasonably equivalent condition. Product(s) supplied for the repair or replacement shall be warranted only for the remainder of the original Warranty Period. If Manufacturer is unable to provide a replacement or repair is not commercially practicable, or if Purchaser otherwise accepts, Manufacturer may refund the prorated purchase price of the affected portion of the Product based on the unexpired portion of the Warranty Period. Other than this exclusive remedy, Manufacturer shall have no other obligations or liabilities with respect to the Product.

### SECTION 4. CONDITIONS TO WARRANTY COVERAGE

- Manufacturer will have no obligation under this Warranty until receipt of full payment for the Product(s) or a signed purchase agreement is received.
- Register the Product with the SYNLawn Certification numbers and accept the terms of this Warranty at: [<https://www.synlawn.com/register-your-synlawn-warranty/>].
- The Product must be installed in accordance to SYNLawn Installation Guidelines.
- The Product must be installed on a compacted, crushed-stone or other approved base that is adequate to support the Product and does not adversely affect the Product's performance.
- Purchaser must inspect the Product for defects, damage, or non-conformities within five (5) days of final installation and before any use.
- The Product must be used only for the applications stated in the Product's spec sheet.





## COMMERCIAL STATEMENT OF WARRANTY TERMS AND CONDITIONS - PAGE 2

### SECTION 5. EXCEPTIONS AND EXCLUSIONS

This Warranty excludes claims or damage directly or indirectly caused by or relating to any of the following:

- a. Alteration, modification, repair attempts not approved by Manufacturer, misuse, abuse, negligence, neglect, accidents, or vandalism;
- b. Pre-existing site conditions or project design, installation services, or materials provided by others;
- c. The use or installation of the Product(s) with materials, components, or accessories other than those expressly approved by Manufacturer;
- d. The use of improper cleaning agents, exposure to chemicals containing elements from the halogen group (such as chlorine, fluorine, bromine, or iodine), herbicides, pesticides, or other inappropriate chemicals, or chemical exposure from run-off from neighboring properties.
- e. Any type of unreasonable use or failure to provide reasonable and necessary care and maintenance as stated in SYNLawn Care & Maintenance document (<https://www.synlawn.com/do-it-yourself/care-and-maintenance/>);
- f. Smoke, fire, explosion, flood, storm, water escape, natural disaster, or other acts of God;
- g. Any event, cause, or act not within the control of Manufacturer;
- h. The improper installation of the Product(s);
- i. Any abnormal physical or thermal stress, abnormal environmental conditions, conditions beyond the polyethylene Product(s) specified tolerances, or continued exposure to reflective light from windows and/or other objects; and/or
- j. Mineral deposit build-up from exposure to hard water.
- k. SYNMod is the sole Product on the SYNLawn line that is not covered under this Warranty
- l. Invasive species (i.e. gophers, moles, crab/nut grass, etc.) cannot be warranted or guaranteed that they will not return as Mother Nature cannot be warranted or guaranteed. Purchaser should install weed barrier only in an attempt to abate this issue. Should weeds develop please refer to the respective product care and maintenance instructions for guidance.

In addition, normal wear and tear, matting, and routine service issues are not covered by this Warranty. Purchaser should carefully read product information materials and literature for information about optimizing the performance and life of the Product covered by this Warranty.

### SECTION 6. 30-DAY CLAIM NOTICE REQUIREMENT

To make a claim under this Warranty, contact your local SYNLawn Dealer. As a precondition to this Warranty, all claims must be submitted within thirty (30) calendar days of discovery of the Product nonconformity and within the Warranty Period. If the Claim is not submitted within this thirty (30) calendar day period, Manufacturer has no obligations under this Warranty.

### SECTION 7. REFLECTIVE LIGHT

Manufacturer warrants its 100% nylon face fiber Products (SYNRye 200, Precision Putt, Classic Pitch, Tee Strike) against burns caused by reflective ultra-violet light.

### SECTION 8. LIABILITY LIMITATION

Purchaser's exclusive remedy and Manufacturer's sole liability for any and all claims or damages relating to the Product(s) is the exclusive remedy set forth herein. MANUFACTURER SHALL HAVE NO LIABILITY RELATING TO THE PRODUCT(S) FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, personal injuries or death, or damages for inconvenience, lost use, lost revenue or profits, business interruption, loss of goodwill, commercial damages, third-party or user claims, or special, punitive, exemplary, or statutory damages, regardless of whether such liability arises from or is based on contract, express or implied warranty, misrepresentation, tort, strict liability, negligence, equity, or any statutory or regulatory obligation. In no event shall Manufacturer's liability exceed in any one case or in total the original price of the Product(s) and installation.

### SECTION 9. NO OTHER WARRANTIES, DISCLAIMER

Except as expressly set forth in this Warranty, Manufacturer makes no representations or warranties of any kind, nature, or description with respect to any of the Products. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE EXCLUDED AND DISCLAIMED.





**SYNLAWN®**

a sportgroup company

Effective: 1/01/2021

**COMMERCIAL STATEMENT OF WARRANTY TERMS AND CONDITIONS - PAGE 3**

**SECTION 10. MODIFICATIONS**

This Warranty can only be modified in writing by an authorized officer of Manufacturer. No other modification, oral or in writing, may be made. This Warranty, Manufacturer's invoice with terms and conditions, and the parties' mutually executed written contract, if any, constitute the complete, final, and exclusive agreement and understanding between Manufacturer and Purchaser with respect to the terms of sale for the Product(s) and supersedes all prior oral or written communications, statements, representations, agreements, understandings, and assurances between the parties.

**SECTION 11. GOVERNING LAW AND VENUE**

Interpretation and enforcement of these terms and conditions shall be governed by the laws of the State of Georgia. Purchaser agrees that exclusive venue and jurisdiction for all actions and proceedings arising out of or relating to this Warranty or the Product(s) shall be brought in the state or federal courts located in the State of Georgia and the parties hereby consent to jurisdiction and venue in the state and federal courts of Georgia.

**SECTION 12. SEVERABILITY**

If any provision or portion of any provision of this Warranty is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions of this Warranty shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions shall remain in full force and effect.

\*SYNLawn's Liability for returning the original purchase price shall be based on the number of months remaining in the unexpired portion of the Warranty Period divided by the total number of months in the Warranty Period and multiplied by the purchase price of the affected area.

**EXHIBIT A. PRODUCTS**

- |                     |               |
|---------------------|---------------|
| Classic Pitch       | SYNPro 60     |
| Pet Platinum        | SYNPro 70     |
| Pet Premium         | SYNPro 80     |
| Play Platinum       | SYNPro 100    |
| Play Premium        | SYNPro Pet    |
| Precision Putt      | SYNPro Play   |
| Roofdeck Platinum   | SYNRange Pro  |
| Roofdeck Premium    | SYNRye 200    |
| SpeedTurf           | SYNSport      |
| SYNAugustine 347    | SYNTipede 243 |
| SYNAugustine 547    | SYNTipede 321 |
| SYNAugustine 847    | SYNTipede 343 |
| SYNAugustine X47    | SYNTipede X43 |
| SYNBlue 949         | Tee Strike    |
| SYNFescue 343       | TrackTurf     |
| SYNPlay 48 (no pad) |               |
| SYNPlay 48 (+ pad)  |               |
| SYNPlay 60 (+ pad)  |               |

\*\*Made to order (MTO) products produced by Manufacturer may be covered under this warranty.



# SECTION 4

## PROPOSAL SUBMITTAL FORM RFP No. 2020-32

THIS PROPOSAL IS SUBMITTED TO:

**City of Doral**  
**8401 NW 53<sup>rd</sup> 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 RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer 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. Proposer 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, Proposer represents, as more fully set forth in the Agreement, that:
  - (a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. <u>  1  </u>	Dated: <u>  7/4/2021  </u>
Addendum No. <u>          </u>	Dated: <u>          </u>
Addendum No. <u>          </u>	Dated: <u>          </u>
Addendum No. <u>          </u>	Dated: <u>          </u>

- (b) Proposer 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) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Proposer 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) Proposer 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) Proposer 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 Proposer.
  - (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; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
4. Proposer 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. Proposer 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 Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
  6. Proposer 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: Campus Construction Group Inc

Address: 7925 NW 12th Street Suite 104  
Doral, FL 33126

Telephone 305-805-33-13

Facsimile Number 305-805-33-14

Attention: Jaiver Rincon

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 January 15, 2021.

Person Authorized to sign Proposal: \_\_\_\_\_ (Signature)

Hector S. Fernandez (Print Name)

President (Title)

Company Name: Campus Construction Group Inc

Company Address: 7925 NW 12th Street Suite 104  
Doral, FL, 33126

Phone: 305-805-3313

Fax: 305-805-3314


Email: hfernandez@ccginc.net





**CITY OF DORAL PROCUREMENT**  
**RFP REFERENCE SURVEY**  
**RFP. NO. 2020-32**  
**REPLACEMENT OF PLAYGROUND SURFACING**

FROM:	MS. PATRICIA BERGAONDO	TO: PROCUREMENT MANAGER
COMPANY:	Doral Academy Inc.	DUE DATE: January 13 <sup>th</sup> , 2021
PHONE NO.:	305. 986. 5421	TOTAL #. OF PAGES: 1
FAX NO.		PH. #: 305-593-6725 EXT. 4003 / 4006
EMAIL:	patbergaondo@adi.com	EMAIL: <a href="mailto:procurement@cityofdoral.com">procurement@cityofdoral.com</a>
SUBJECT:	Reference for work completed regarding replacement of playground surfacing	
Additional Details: They have done many jobs in Doral Academy with optimal results. Campus Construction is a good company.		
You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City Project: ❖ The City of Doral is seeking proposals from qualified Contractors to provide full engineering and construction related services for the replacement of the playground surfacing at the following locations: <ul style="list-style-type: none"> <li>• Morgan Levy Park (5300 NW 102nd Ave, Doral, FL 33178)</li> <li>• Doral Meadow Park (11555 NW 58th Street, Doral, FL 33178)</li> <li>• Downtown Doral Park (8395 NW 53rd Terrace, Doral, FL 33166)</li> </ul>		
A complete copy of the solicitation document can be obtained via the City of Doral's Procurement webpage at the link below. <a href="#">City of Doral - Bid Opportunities</a>		
Company you are providing a reference for: <u>Campus Construction</u>		
	Indicate:	"YES" or "NO"
1. Was the scope of work performed similar in nature?		YES
2. Did this company have the proper resources and personnel by which to get the job done?		YES
3. Were any problems encountered with the company's work performance?		NO
4. Were any change orders or contract amendments issued, other than owner initiated?		NO
5. Was the job completed on time based on the original established timeline, not including change orders?		YES
6. Was the job completed within budget based on the original established budget, not including change orders?		YES
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. Rate from 1 to 10 (10 being the highest)		9-10
8. If the opportunity were to present itself, would you rehire this company?		YES
9. Please provide any additional comments pertinent to this company and the work performed for you: They were very punctual and efficient. I was very Pleased with their work.		
PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Tanya Donigan - <a href="mailto:Procurement@cityofdoral.com">Procurement@cityofdoral.com</a> Subject: Reference for RFP No. 2020-32		

<u>JANICA BERMOND</u> Reference Print Name	
<u>Facility director</u> Reference Title	Reference Signature

## **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:**

- Proposal Submittal Form ✓
- RFP Reference Survey
- Statement of No Response ✓
- Bidder Information Worksheet ✓
- Bidder Qualification Statement ✓
- Business Entity Affidavit ✓
- Non-Collusion Affidavit ✓
- No Contingency Affidavit ✓
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Employment Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Bidder/ Proposer Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards
- [IRS Form W-9](#) - Request for Taxpayer Identification Number and Certification



N/A 1/15/21

**STATEMENT OF NO RESPONSE**

**RFP No. 2020-32**

If you are not proposing on this service/commodity, please complete and return this form to City of Doral Procurement at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). Failure to respond may result in deletion of your firm's name from the qualified vendor list for the City of Doral.

COMPANY NAME: Campus Construction Group Inc  
ADDRESS: 7925 NW 12th Street Doral FL 33126 Suite 104  
TELEPHONE: 305-805-3313  
SIGNATURE: \_\_\_\_\_  
DATE: 01/15/2021

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER INFORMATION WORKSHEET**

**RFP No. 2020-32**

**COMPANY/AGENCY/FIRM NAME:** Campus Construction Group Inc

**ADDRESS:** 7925 NW 12th Street Suite 104 Doral FL 33126

**BUSINESS EMAIL ADDRESS:** hfernandez@ccginc.net **PHONE No.:** 305-805-3313

**CONTACT PERSON & TITLE:** Hector Fernandez - President

**CONTACT EMAIL ADDRESS:** hfernandez@ccginc.net **PHONE No.:** 305-805-3313

**BUSINESS HOURS:** 8:00 am - 4:00 pm

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

**BUSINESS IS A:** (circle one) PARENT / SUBSIDIARY / OTHER \_\_\_\_\_

**DATE BUSINESS WAS ORGANIZED/INCORPORATED:** 10/2006

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

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

<u>Jaiver Rincón</u>	<u>Project Manager</u>	<u>305-805-3313</u>
(First, Last Name)	(Title)	(Contact Phone Number)

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

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

**SIGNATURE:**  **DATE:** 1/15/21

**PRINT NAME:** HECTOR J FERNANDEZ

## BIDDER QUALIFICATION STATEMENT

**RFP No. 2020-32**

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 as specified in Section 2.

**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 DORAL ELEMENTARY / DORAL FL.

Owner Name DORAL ELEMENTARY

Contact Person PATRICIA BERRONDO

Contact Telephone No. 305 986 5421

Email Address: PATBERRONDO@AOL.COM

Yearly Budget/Cost 2018 / \$225,000

Dates of Contract From: MARCH 2018 To: JULY 2018

Project Description REPLACEMENT OF EXISTING  
PLAYGROUND TURF WITH  
NEW GRADING AND ARTIFICIAL TURF
  
2. Project Name/Location DOWNTOWN DORAL HIGH SCHOOL / DORAL FL

Owner Name CODINA

Contact Person LUIS CASTELLON

Contact Telephone No. 786 236 0909

Email Address: LCASTELLON@CODINA.COM

Yearly Budget/Cost 2019 / \$395,800



Dates of Contract	From: <u>MARCH 2018</u> To: <u>AUG 2019</u>
Project Description	<u>NEW ARTIFICIAL TURF/SOCCER FIELD AND RUNNING TRACK</u>
<hr/>	
3. Project Name/Location	<u>DORAL HIGH / DORAL FL</u>
Owner Name	<u>DORAL HIGH SCHOOL</u>
Contact Person	<u>DANNY GONZALEZ</u>
Contact Telephone No.	<u>305.484.7629</u>
Email Address:	<u>DORALATHLETICS@GMAIL.COM</u>
Yearly Budget/Cost	<u>2019 / \$1.2M</u>
Dates of Contract	From: <u>FEBRUARY 2019</u> To: <u>JULY 2019</u>
Project Description	<u>NEW ARTIFICIAL TURF/ DRAINAGE FOR BASEBALL FIELD</u>
<hr/>	
4. Project Name/Location	<u>SOHO GYM / HOMESTEAD FLORIDA</u>
Owner Name	<u>SOHO SCHOOL DEVELOPMENT, LLC</u>
Contact Person	<u>JORGE CASTELLANOS</u>
Contact Telephone No.	<u>786 236 5711</u>
Email Address:	<u>JCASTELLANOS87@AOL.COM</u>
Yearly Budget/Cost	<u>2017 / \$95,000</u>
Dates of Contract	From: <u>SEPT 2016</u> To: <u>JULY 2017</u>
Project Description	<u>NEW ARTIFICIAL TURF</u>

PLAY AREA

5. Project Name/Location

MATER HIGH / HIALOAH GARDENS, FL.

Owner Name

SCHOOL DEVELOPMENT HS2, LLC

Contact Person

FREDDY MARANTE

Contact Telephone No.

305.796.7313

Email Address:

FMARANTE@THECTEAM.ORG.

Yearly Budget/Cost

2019 / \$36,200

Dates of Contract

From: JUNE 2019 To: JULY 2019

Project Description

NEW ARTIFICIAL TURF  
FOR BATTING CAGES.

END OF SECTION

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / BIDDER DISCLOSURE)**  
**RFP No. 2020-32**

I, Hector J. Fernández, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

26-0095366

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Campus Construction Group Inc

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

<u>7925 NW 12th Street</u>	<u>104</u>	<u>Doral</u>	<u>FL</u>	<u>33126</u>
STREET ADDRESS	SUITE	CITY	STATE	ZIP CODE

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>Hector Julio Fernandez</u>	<u>1011 NW 68 CT</u>	<u>100 %</u>
	<u>BRICKLAMP, FL 33016</u>	<u>%</u>
		<u>%</u>

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Handwritten Signature]*  
Signature of Affiant

1/15/2021  
Date

Hector J. Fernandez  
Printed Name of Affiant

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 15<sup>th</sup> day of January, 2021 (year), by Hector J. Fernandez

who is ~~personally known to me or~~ who has produced a Florida driver's license as identification.

Personally known ✓

OR

Produced identification \_\_\_\_\_

Notary Public-State of Florida

\_\_\_\_\_ My commission expires: Sept 25, 2021  
Type of Identification

*Geraldine Chacon*  
Printed, typed, or stamped commissioned name of Notary Public



Geraldine Chacon  
Commission # GG145716  
Expires: Sept. 25 2021  
Bonded thru Aaron Notary

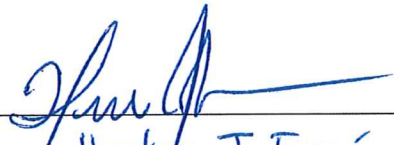
**NON-COLLUSION AFFIDAVIT**  
**RFP No. 2020-32**

State of Florida )  
County of Miami-Dade ) SS

**BEFORE ME**, the undersigned authority, personally appeared Hector J. Fernandez who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1)  He/She/They ~~is~~ are the Owner  
(Owner, Partner, Officer, Representative or Agent) of Campus Construction Group, the BIDDER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER 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 BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER AFFIANT SAYETH NOT

By:   
Print Name: Hector J. Fernandez

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this 15<sup>th</sup> day of January, 2021 (year), by Hector J. Fernandez who is personally known to me or who has produced a Florida driver's license as identification.

Personally known ✓

OR

Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

Notary Public-State of Florida

My commission number: GG145716

My commission expires: Sept 25, 2021

Geraldine Chacon  
Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]



Geraldine Chacon  
Commission # GG145716  
Expires: Sept. 25 2021  
Bonded thru Aaron Notary

Signature: Geraldine Chacon



**NO CONTINGENCY AFFIDAVIT**  
**RFP No. 2020-32**

State of Florida )  
County of Miami Dade ) SS

**BEFORE ME**, the undersigned authority, personally appeared Hector Fernandez, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are Owner Owner, Partner, Officer, Representative or Agent) of Campus Construction Group, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: [Signature]  
Print Name: Hector Fernandez

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 15<sup>th</sup> day of January, 2021 (year), by Hector J. Fernandez

Similarly, for an instrument requiring an oath or affirmation, the relevant portion of the statutory certificate should read as follows (the yellow-highlighted section is the new required language):

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this 15<sup>th</sup> day of January, 2021 (year), by Hector J. Fernandez



Geraldine Chacon  
Commission # GG145716  
Expires: Sept. 25 2021  
Bonded thru Aaron Notary

[Signature]  
Notary Public  
State of Florida at Large

My Commission Expires: Sept 25, 2021  
My Commission Number: GG145716

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

**RFP No. 2020-32**

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: Hector J. Fernandez - President  
(print individual's name and title)

for: Campus Construction Group, Inc.  
(print name of entity submitting sworn statement)

whose business address is: 7925 NW 12th Street Suite 104 Doral FL 33126

and (if applicable) its Federal Employer Number (FEIN) is: \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 26 - 0095 - 366.)

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 subcontractor, or third party contractor 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 1210112213 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, 229 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

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this 15<sup>th</sup> day of January, 2021 (year), by Hector J. Fernandez who is personally known to me or who has produced a Florida driver's license as identification?

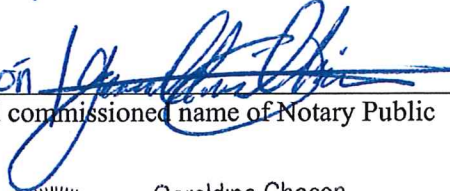
Personally known ✓

OR

Produced Identification \_\_\_\_\_

Notary Public- State of Florida

My commission expires: Sept 25, 2021

Geraldine Chacon   
Printed, typed, or stamped commissioned name of Notary Public



Geraldine Chacon  
Commission # GG145716  
Expires: Sept. 25 2021  
Bonded thru Aaron Notary



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**  
**RFP No. 2020-32**

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, Florida  
by Hector J. Fernandez  
for Campus Construction Group, Inc.  
whose business address is 7925 NW 12th Street Suite 104 Doral FL 33126  
and (if applicable) its Federal Employer Identification number (FEIN) is 26-0095366 (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.)

MF 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: [Signature]  
(Printed Name) Hector J. Fernández  
(Title) President

Personally known ✓  
OR  
Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_  
Notary Public-State of Florida  
My commission number: GG145716 My commission expires: Sept 25, 2021

Geraldine Chacon  
Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]  Geraldine Chacon  
Commission # GG145716  
Expires: Sept. 25 2021  
Bonded thru Aaron Notary

Signature: [Signature]



**DRUG-FREE WORKPLACE PROGRAM**  
**RFP No. 2020-32**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

Campus Construction Group Inc does:  
*(Name of Firm)*

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.

Hector Fernandez - President  
Name and Title

1/15/2021  
Date

  
Signature

Campus Construction Group Inc  
Firm

7925 NW 12th Street Suite 104 Doral FL 33126  
Street address City, State, Zip code



**COPELAND ACT ANTI-KICKBACK AFFIDAVIT  
RFP No. 2020-32**

STATE OF Florida }

}SS:

COUNTY OF Miami Dade

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: President

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this 15<sup>th</sup> day of January, 2021 (year), by Hector J. Fernandez who is personally known to me or who has produced a Florida driver's license as identification.

Personally known ✓

OR

Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

Notary Public-State of Florida

My commission number: GG145716

My commission expires: Sept 25, 2021

geraldine chacon

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]



Geraldine Chacon  
Commission # GG145716  
Expires: Sept. 25 2021  
Bonded thru Aaron Notary

Signature: \_\_\_\_\_


**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**  
**RFP No. 2020-32**

I, Hector J. Fernández, President  
(Individual's Name) (Title)

of the Campus Construction Group 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 2.14.5 of this document.

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

  
\_\_\_\_\_  
Individual's Signature

1/15/2021  
\_\_\_\_\_  
Date

**CONE OF SILENCE CERTIFICATION**

**RFP No. 2020-32**

I, Hector J. Fernandez, President  
(Individual's Name) (Title)

of the Campus Construction Group 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.

  
\_\_\_\_\_  
Individual's Signature

1/15/2021  
\_\_\_\_\_  
Date



**TIE BIDS CERTIFICATION**  
**RFP No. 2020-32**

I, Hector J. Fernandez, President  
(Individual's Name) (Title)

of the Campus Construction Group Inc, do hereby certify that  
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.14.5 of this document.

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

  
\_\_\_\_\_  
Individual's Signature

1/15/2021  
\_\_\_\_\_  
Date

**RESPONDENT'S CERTIFICATION**  
**RFP No. 2020-32**

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

I hereby propose to furnish the goods or services specified in the RFP. 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 is interested in said Respondent; and that the undersigned executed this Respondent'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 contractor, supplier, sub-contractor, 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.

Campus Construction Group Inc  
Name of Business

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this 15<sup>th</sup> day of January, 2021 (year), by Hector J. Fernandez who is personally known to me or who has produced a Florida driver's license as identification.

Personally known

OR

Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

Notary Public-State of Florida

My commission number: GG145716

My commission expires: Sept 25, 2021

Geraldine Chacon  
Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]  Geraldine Chacon  
Commission # GG145716  
Expires: Sept. 25 2021  
Bonded thru Aaron Notary

Signature: Geraldine Chacon





N/A

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_ a Corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby authorized to execute the Bid dated, \_\_\_\_\_ 20 \_\_\_\_\_, to the City of Doral and this partnership and that their execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership."

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

N/A

**CERTIFICATE OF AUTHORITY  
IF JOINT VENTURE**

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_  
a corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_,  
20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as \_\_\_\_\_ of the Joint Venture be and  
is hereby authorized to execute the Bid dated, \_\_\_\_\_ 20\_\_\_\_\_,  
  
to the City of Doral official act and deed of this Joint Venture."

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

END OF SECTION

N/A

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

END OF SECTION



**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the City of Doral,

We Campus Construction Group Inc, hereby acknowledge and  
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Replacement of Playground Surfacing**, 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:

Easy Grass  
(Subcontractor's Names)

to comply with such act or regulation.

CAMPUS CONSTRUCTION GROUP  
CONTRACTOR

HECTOR J FERNANDEZ  
ATTEST

BY: 

END OF SECTION

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Hector J Fernandez	
2 Business name/disregarded entity name, if different from above Campus Construction Group, Inc.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 7925 NW 12th Street, Ste 104	Requester's name and address (optional)
6 City, state, and ZIP code Doral, FL 33126	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> </tr> </table>												
OR												
Employer identification number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 25px; border: 1px solid black;">2</td> <td style="width: 25px; height: 25px; border: 1px solid black;">6</td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;">0</td> <td style="width: 25px; height: 25px; border: 1px solid black;">0</td> <td style="width: 25px; height: 25px; border: 1px solid black;">9</td> <td style="width: 25px; height: 25px; border: 1px solid black;">5</td> <td style="width: 25px; height: 25px; border: 1px solid black;">3</td> <td style="width: 25px; height: 25px; border: 1px solid black;">6</td> <td style="width: 25px; height: 25px; border: 1px solid black;">6</td> </tr> </table>	2	6		0	0	9	5	3	6	6		
2	6		0	0	9	5	3	6	6			

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 11/20/20
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**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.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	\$ _____

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.								
<b>TO TAL</b>			\$		\$		\$	\$

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**

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

Coverage / Endorsements Required

City of Doral included as an additional insured  
Primary Insurance Clause Endorsement  
Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

**II. Business Automobile Liability**

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

Coverage / Endorsement Required

Employees are covered as insureds  
City of Doral included as an additional insured

**III. Workers Compensation**

Statutory- State of Florida

Include Employers' Liability Limits:

\$1,000,000 for bodily injury caused by an accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

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

**Waiver of Subrogation in favor of City.**

**IV. Umbrella/Excess Liability (Excess Follow Form)** 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. Umbrella should include Employer's Liability.

**~~V. Professional Liability/Errors & Omissions~~**

Limits of Liability

Each Claim \_\_\_\_\_ \$5,000,000

Policy Aggregate \_\_\_\_\_ \$5,000,000

~~If claims made, retro Date applies prior to contract inception.~~

~~Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.~~

**~~VI. Cyber Liability~~**

~~A. Limits of Liability~~

~~Each Occurrence \_\_\_\_\_ \$5,000,000~~

~~Including Liability for Data Breach, Media Content,  
Privacy Liability and Network Security for third parties.~~

~~Retro Date — Prior to commencement of job.~~



**~~VII. Crime Insurance/Fidelity Bonds – Third Party~~**

~~Crime Insurance or Fidelity Bonds covering theft of the City's monies, securities, or products in the amounts of:~~

~~\_\_\_\_\_ Per Employee/Incident \_\_\_\_\_ \$500,000~~

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

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.

POVEDA & ASSOCIATES  
5805 BL LAGOON DR 140  
MIAMI, FL 33126  
1-305-269-8988



Policy number: 04311018-7

Underwritten by:  
Progressive Express Ins Company  
April 5, 2021  
Page 1 of 2

## Certificate of Insurance

### Certificate Holder

Additional Insured  
CITY OF DORAL  
8401 NW 53RD TERRACE  
DORAL, FL 33166

### Insured

CAMPUS CONSTRUCTION  
7925 NW 12TH STR SUITE 104  
DORAL, FL 33126

### Agent/Surplus Lines Broker

POVEDA & ASSOCIATES  
5805 BL LAGOON DR 140  
MIAMI, FL 33126

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Aug 18, 2020

Policy Expiration Date: Aug 18, 2021

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Personal Injury Protection	\$10,000 w/\$0 Ded - Named Insured Only
Employer's Non-Owned Auto BIPD	\$1,000,000 Combined Single Limit
Hired Auto Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

1997 ISU NPR JALB4B1K9V7007714

Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

2014 RAM RAM 3500 3C63RPGL9EG325638

Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

2014 RAM RAM PROMASTER 2 3C6TRVDGXEE118621

Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

Policy number: 04311018-7

Page 2 of 2

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2020 JEEP GRAND CHEROKEE 1C4RJEBG1LC306011  
Medical Payments \$5,000  
Comprehensive \$1,000 Ded  
Collision \$1,000 Ded

**Certificate number**

09521A14018

**Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.**



Form 5241 (10/02)





**RESOLUTION No. 21-63**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2020-32 "REPLACEMENT OF PLAYGROUND SURFACING" TO THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH CAMPUS CONSTRUCTION GROUP FOR AN AMOUNT NOT TO EXCEED \$220,669.00 PLUS A 10% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT OF \$242,735.90; AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE NEGOTIATED WITH THE TOP RANKED FIRM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") issued Request For Proposals ("RFP") # 2020-32 on November 25, 2020 for the provision of providing construction services for the replacement of the playground surfaces at Downtown Doral Park, Doral Meadow Park, and Morgan Levy Park; and

**WHEREAS**, Eight (8) firms attended the mandatory pre-bid meeting that was held on December 17<sup>th</sup>, 2020. Three (3) submittals were received and opened on January 15<sup>th</sup>, 2021, with all three (3) firms meeting the minimum required criteria set forth in the RFP.; and

**WHEREAS**, an evaluation meeting was held on January 19, 2021 where submittals received were scored and ranked. The committee determined that based on a Three Hundred (300) Total Point System the firms ranked as follows:

- 1. Campus Construction Group 266 points
- 2. Lanier Plans Inc. 264 points
- 3. Robertson Industries Inc. 255 points

**WHEREAS**, Staff respectfully requests City Council approval to award RFP# 2020-32 "Replacement of Playground Surfacing" to the top ranked firm and authorize the City

Manager to negotiate and enter into an agreement with Campus Construction Group for the provision of providing construction services for the replacement of the playground surfaces at Downtown Doral Park, Doral Meadow Park, and Morgan Levy Park in an amount not to exceed \$220,669.00 plus a 10% contingency for a total not to exceed amount of \$242,735.90. Staff also requests approval to allow the City Manager to negotiate and enter into an agreement with the next highest ranked firm successively if an agreement cannot be reached with the top ranked firm. Funding is available from the Park Impact Fee Fund account 102.90005.500634, Improvements.

**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. Approval & Authorization.** The Mayor and City Council-members hereby approve the award of Request for Proposals #2020-32 to the top ranked firm and authorize the City Manager to negotiate and enter into an agreement with Campus Construction Group for an amount not to exceed \$220,669.00 plus a 10% contingency for a total not to exceed amount of \$242,735.90 for the provision of providing construction services for the replacement of the playground surfaces at Downtown Doral Park, Doral Meadow Park, and Morgan Levy Park. The Mayor and City Council-members further approve and authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm successively if an agreement cannot be reached with Campus Construction Group. 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 interest of the City. This Authorization does not create or confer any rights to Campus Construction Group or any of the other ranked firms.

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

**Section 4. Effective Date.** This resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 17 day of March, 2021.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

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

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY