

INSTALLATION SERVICES AGREEMENT

THIS INSTALLATION SERVICES AGREEMENT (the “Agreement”) is entered this 19 day of December, 2019, by and between the **City of Doral**, Florida, a Florida municipal corporation whose address and principal place of business is 8401 NW 53rd Terrace, Doral, Florida 33166, (the “City”), and **Landscape Structures, Inc.** an active, for-profit Minnesota corporation whose address and principal place of business is 601 7th Street South, Delano, Minnesota 55328 (the “Contractor”). The City and Contractor may be individually referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, Upon operational use of the splash pad at Doral Legacy Park, Parks & Recreation staff began to monitor the activity level and gather feedback from the public on the amenity; and

WHEREAS, the most common feedback from the public has been to enhance the surfacing on the splash pad to provide better footing while walking on the surface; and

WHEREAS, staff has researched surfacing options for the splash pad and has identified a product provided by Landscape Structures which is currently being used in other splash pads; and

WHEREAS, On December 12, 2019, the Mayor and City Council-members approved Resolution # 19-303 authorizing the City Manager to negotiate and enter into an agreement with Landscape Structures for the provision of installing new surfacing for the splash pad at Doral Legacy 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 “A”, which is incorporated herein and made a part hereof by this reference. Contractor shall be responsible for supplying all personnel, equipment, labor, materials, means of transport, services and tools incidental and/or necessary to complete the Work.
2. **Term/Commencement Date and Liquidated Damages.**

- (a) The Contractor shall not commence work until the City issues to Contractor a written Notice to Proceed. The Contractor agrees that the Work shall be substantially completed within **thirty (30)** calendar days after the date specified in the Notice to Proceed (“Substantial Completion”), and fully completed and ready for final payment in accordance with the Agreement Documents within **forty-five (45)** calendar days after the date specified in the Notice to Proceed (“Final Completion”). The City Manager may extend the term of this Agreement up to an additional sixty (60) days at his sole discretion based upon the recommendation of the City’s Community Services Director, City Engineer or Utilities Director.
- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in this Agreement, unless extended by the City Manager. The City shall issue a written notice identifying the date the Work is deemed fully complete, which shall be the Final Completion date.
- (c) The Contractor agrees to provide the City, and, thereafter, uphold, the warranty as provided by the manufacturer.
- (d) City and Contractor recognize that time is of the essence in this Contract and that the City will suffer financial loss if the Work is not completed within the contract times specified herein, plus any approved extensions thereof allowed by the City. The Contractor also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by City if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages to compensate the City, and not as a penalty for delay or as an incentive to complete on time, Contractor shall pay City **\$100.00** for each calendar day that expires after the time specified for Substantial Completion of the Work. After Substantial Completion, if Contractor fails to fully complete the Work within the time specified for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City **\$150.00** for each calendar day that expires after the time specified for Final Completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified herein bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City’s reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the Work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

- (e) Should the Substantial Completion and/or Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set above because of lack of performance by the Contractor, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the City including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.
- (f) Monies due to the City for liquidated damages and/or actual damages shall be deducted from any monies due the Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor shall be liable for said amount.

3. **Compensation and Payment.**

- (a) As compensation for the Work, the City agrees to pay the Contractor a fee in the amount of FORTY-EIGHT THOUSAND ONE HUNDRED NINE DOLLARS and ZERO CENTS (\$48,109.00), in accordance with Contractor's Proposal attached as **Exhibit "B"** (the "Fee"). The Fee shall be paid as a lump sum payment within thirty days of receiving notice of Final Completion and a corresponding invoice from the Contractor.
- (b) The Contractor shall invoice the City once the project has been completed. The invoice shall provide a detailed statement of the Work performed by Contractor for the period of time covered by the invoice. Contractor shall use the form attached hereto as **Exhibit "C"**, or such other form as may be provided by City from time to time.
- (c) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and, within fifteen (15) calendar days, the Parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within five (5) days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete.
- (d) If a dispute should occur regarding a submitted invoice, an item in the Final Punch list, or any portion of the completed Work, the City Manager may withhold payment of the disputed amount or such amount that represents the value of the disputed item in the Final Punch list or portion of the completed Work, and the City Manager may pay to the Contractor the undisputed portion of the Fee. Upon written request of the Finance Director, the Contractor shall provide written documentation

to justify the disputed invoice. Within five (5) days of notice to the Contractor of the dispute/retained amount, the City and the Contractor shall work in good faith to reach a resolution as to the dispute. If 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 Contractors sole expense, immediately correct the Work.
- (b) Contractor and its subcontractors shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose

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

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

7. **Termination.**

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

8. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the NJPA Contract #: 030117-LSI which is adopted and incorporated herein. 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, are adopted and incorporated into this Agreement. For purposes of resolving conflicts, errors and discrepancies, the terms of this Agreement shall govern.

Amendments/Change Orders
NJPA Contract #: 030117-LSI
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,

601 7th Street South
Delano, MN 55328

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]

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: Dec 20, 2019

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: Elaine Harkess, Contract Administrator

Date: 12/19/19

Exhibit “A”
Scope of Work

SCOPE OF SERVICES

Doral Legacy Park

The project includes the furnishing of all materials including design, shop drawings, permitting, installation, labor, and equipment with regards to the installation of the below surfacing product for the splash pad at Doral Legacy Park.

- AquaFlex Non Porous 3/8" thickness
Color: TBD
Qty: 2,379 sq. ft.

Scope of Work:

1. Remove existing paint/coating
2. Furnish AquaFlex Non Porous Material
3. Install AquaFlex Non Porous 3/8" thickness
 - Prep Work Includes:
 - Paint Removal
 - Cut Keyways around nozzles, lights, drains, and adjacent surfaces
 - Pressure Wash and Acid Etching

Contractor Responsibility

1. The Contractor shall meet onsite with a City representative prior to any work commencing.
2. The Contractor shall assign a "Project Manager" to this project. The "Project Manager" shall be available seven (7) days a week to meet with the City or address any issues with the project.
3. The Contractor shall supply the City with an overall project schedule showing project start date and estimated completion date. In addition, the Contractor shall provide the City with weekly updates on the progress of the project.
4. The Contractor will be responsible for supplying all materials and equipment necessary to complete the project. The City will not provide any materials or equipment.
5. The Contractor will be responsible for the removal and disposal of any debris associated with this project. Removal and disposal of all debris must be included in the contractor's proposal.
6. The Contractor will be responsible for any damage to city property caused by them or any of their subcontractors while performing the work.

7. The Contractor will be responsible for replacing all landscaping, with the same type, which may be relocated, removed, or damaged during installation.
8. The Contractor will be responsible for replacing any sidewalk panels damaged or destroyed during the installation process.
9. The Contractor must have an on-site supervisor at all times while work is being performed. The on-site supervisor must speak and understand English.
10. The Contractor must follow and abide by all OSHA and any other applicable agency's regulations when performing the work.
11. The Contractor shall comply with all federal, state and local laws, statues, ordinances, permitting, and regulations that are applicable in the performance of this project.
12. The Contractor shall obtain all applicable federal, state, and local permits or approvals which are applicable in the performance of this project.
13. Approval from Health Department must be obtained prior to any work commencing. The Contractor will be responsible for submitting any required documents to the Health Department to initiate and obtain approval for the installation of the surfacing.
14. 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.
15. The Contractor will only be permitted to store equipment and tools at a pre-defined location selected by the Parks & Recreation Department.

Warranty

1. Upon final completion of project, the Contractor shall provide the City with all manufacturer warranty information.

Exhibit “B”
Landscape Structures, Inc.
Proposal



PROPOSAL

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:
 LANDSCAPE STRUCTURES, INC.
 601 7TH STREET SOUTH
 DELANO, MN 55328 U.S.A.
 763-972-3391 800-328-0035
 Fax: 763-972-3185



| | | | |
|-------------------------------|---|--|---------|
| Customer Information | | Sourcewell Contract No. 030117-LSI | |
| CONTACT: | Lazaro Quintero of City of Doral | Destination : Doral Legacy Park IWF | |
| PHONE | 305-593-6600 | F.O.B. | FREIGHT |
| FAX: | | | |
| | email: lazaro.Quintero@cityofdoral.com | | |
| SHIP TO: | | | |
| Maintenance Kit/Info ? | | Net 30 days upon credit approv., deposit may be required | |
| | | TERMS (Subject To Credit Approval By LSI) | |
| | | 2-3 Weeks ARO | |
| BILL TO: | City of Doral | SHIPPING TIME | |
| | | Pricing Good for 60 days from Date of Proposal | |

We are pleased to submit this proposal to supply the following items:

| QTY | ITEM NO. | DESCRIPTION | UNIT WT | UNIT PRICE | WEIGHT | EXTENDED AMT |
|--|----------|--|---------|------------|---------------------|---------------------|
| Project Name: | | | | | | |
| | | | | | - | \$ - |
| 2379 sq ft | 1 | Remove Existing Paint / Coating | | | - | \$ 5,947.00 |
| 2379 sq ft | 2 | Furnish AquaFlex Non Porous Material | | | - | \$ 24,305.00 |
| 2379 sq ft | 3 | Install AquaFlex Non Porous 3/8" thickness | | | - | \$ 16,777.00 |
| | | Prep Work Includes: | | | - | \$ - |
| | | Paint Removal, Cut Keyways around nozzles, | | | - | \$ - |
| | | lights, drains and adjacent surfaces. | | | - | \$ - |
| | | Pressure Washing and Acid Etching | | | - | \$ - |
| Standard Terms and Conditions for Installation Apply | | | | | | |
| <i>SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE</i> | | | | | Total Weight | - |
| <i>ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER</i> | | | | | SUBTOTAL MATERIAL | \$ 47,029.00 |
| <i>RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.</i> | | | | | | |
| | | | | | INSTALLATION | |
| ACCEPTED BY CUSTOMER | | DATE | | | FREIGHT | \$ 1,080.00 |
| PRINT NAME | | | | | SALES TAX | Not Included |
| Nikki Barney, 407-925-7873, NikkiBarney@playLSI.com | | 11/14/19 | | | | |
| PROPOSED BY LSI REPRESENTATIVE | | DATE | | | TOTAL | \$ 48,109.00 |
| PRINT NAME | | | | | | |
| | | Taxable: | Freight | | Installation | |

Exhibit “C”
Payment Form

Application For Payment No. _____

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

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

Accompanying Documentation: _____

Contractor's Certification:

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

Date Contractor

By: _____

State of _____
County of _____

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

Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

City's Representative

APPLICATION FOR PAYMENT INSTRUCTIONS

A. GENERAL INFORMATION

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

B. COMPLETING THE FORM

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

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

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

C. LEGAL REVIEW

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

Application No. _____

Date: _____

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|---------------|
| PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED Landscape Structures, Inc. 601 7th Street South Delano MN 55328 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: United States Fire Insurance Co. | | 21113 |
| | INSURER B: Westchester Fire Insurance Company | | 10030 |
| | INSURER C: Allied World National Assurance Company | | 10690 |
| | INSURER D: | | |
| | INSURER E: | | |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570079656284 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. - Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|--|-------------------------|-------------------------|--|-------------|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Contractual Incl. GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | G23860971012 GL & Products Liability SIR applies per policy terms & conditions | 06/01/2019 | 06/01/2020 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$50,000 |
| | | | | | | | MED EXP (Any one person) | Excluded |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$4,000,000 |
| | | | | | | | PRODUCTS - COM/PROP AGG | \$4,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded \$100 <input checked="" type="checkbox"/> Collision Ded \$500 | | | 133-745670-9 | 06/01/2019 | 06/01/2020 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | 03113454 | 06/01/2019 | 06/01/2020 | EACH OCCURRENCE | \$5,000,000 |
| | | | | | | | AGGREGATE | \$5,000,000 |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 4087367091 | 06/01/2019 | 06/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |

570079656284

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Doral is included as Additional Insured on General Liability policy as respects their interest in the operations of Landscape Structures Inc. regarding Splash Pad Surfacing at Doral Legacy Park, Doral, Florida.

| | |
|---|---|
| CERTIFICATE HOLDER City of Doral, Florida 8401 NW 53rd Terrace Doral FL 33166 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc</i> |



RESOLUTION No. 19-303

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY CODE OF ORDINANCES, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH LANDSCAPE STRUCTURES FOR THE PROVISION OF INSTALLING NEW SURFACING FOR THE SPLASH PAD AT DORAL LEGACY PARK IN AN AMOUNT NOT TO EXCEED \$48,109.00 PLUS A 10% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT OF \$52,919.90, VIA THE NJPA CONTRACT # 030117-LSI THROUGH SOURCEWELL; APPROVING THE TRANSFER OF FUNDS IN THE AMOUNT OF \$52,919.90 FROM ACCOUNT 001.90005.500620 TO ACCOUNT 001.90005.500634; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, opened in August 2017, Doral Legacy Park is conceived as a place in which the Doral community can gather to enjoy sports, cultural arts, and recreational programming in a safe environment that is representative of the beautiful City of Doral; and

WHEREAS, the facility offers several amenities for public use which includes a splash pad water feature; and

WHEREAS, upon operational use of the splash pad, Parks & Recreation staff began to monitor the activity level and gather feedback from the public on the amenity; and

WHEREAS, the most common feedback from the public has been to enhance the surfacing on the splash pad to provide better footing while walking on the surface; and

WHEREAS, staff has researched surfacing options for the splash pad and has identified a product which is currently being used in other splash pads; and

WHEREAS, pursuant to Sec. 2-322 of the City of Doral Code of Ordinances , Staff respectfully requests Mayor and City-Councilmembers approval to authorize the City Manager to negotiate and enter into an agreement with Landscape Structures for the provision of installing new surfacing for the splash pad at Doral Legacy Park in an amount

not to exceed \$48,109.00 plus a 10% contingency for a total not to exceed amount of \$52,919.90 via the NJPA Contract #030117-LSI through Sourcewell.

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

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

Section 2. Approval & Authorization. The Mayor and City Council-members hereby approve and authorize the City Manager to negotiate and enter into an agreement with Landscape Structures for the provision on installing new surfacing for the splash pad at Doral Legacy Park in an amount not to exceed \$48,109.00 plus a 10% contingency for a total not to exceed amount of \$52,919.90 via the NJPA Contract #030117-LSI through Sourcewell. 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 Landscape Structures.

The Mayor and City Council-members further approve the transfer of funds in the amount of \$52,919.90 from account 001.90005.500620 to account 001.90005.500634 for this project.

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

| | |
|------------------------------|-----|
| Mayor Juan Carlos Bermudez | Yes |
| Vice Mayor Christi Fraga | Yes |
| Councilwoman Digna Cabral | Yes |
| Councilman Pete Cabrera | Yes |
| Councilwoman Claudia Mariaca | Yes |

PASSED AND ADOPTED this 12 day of December, 2019.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY