

INSTALLATION SERVICES AGREEMENT

THIS INSTALLATION SERVICES AGREEMENT (the "Agreement") is entered this 16 day of October 2024 by and between the **City of Doral**, a Florida municipal corporation whose address and principal place of business is 8401 NW 53rd Terrace, Doral, Florida 33166 (the "City") and **Foreverlawn South Beach**, a Florida corporation whose address and principal place of business is 275 NE 152 St, Miami FL 33162(the "Contractor"). The City and Contractor may be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

WHEREAS, to ensure the City receives the most competitive pricing, Parks and Recreation staff conducted market research and obtained quotes from multiple artificial turf suppliers, each of which conducted a site assessment at the playground and took precise measurements necessary to provide an accurate quote; and

WHEREAS, South Beach Synthetic Turf, LLC, doing business as ForeverLawn South Beach, provided the most competitive pricing pursuant to Sourcewell Contract #031622-FVL; and

WHEREAS, on August 13, 2024, the Mayor and City Councilmembers approved Resolution No. 24-169, authorizing the City Manager to waive formal competitive bidding requirements pursuant to Section 2-321 of the City's Code of Ordinances, and to accept the proposal from South Beach Synthetic Turf, LLC, doing business as ForeverLawn South Beach, 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. **Contract Documents.** The documents set forth below are hereinafter collectively referred to as the "Contract Documents," which are listed in their order of precedence for the purpose of resolving conflicts, errors, and discrepancies and by this reference shall become a part of the Agreement as though physically attached as a part thereof:
 - (a) Amendments/Change Orders;
 - (b) Agreement;
 - (c) Contractor's proposal, which is incorporated herein as Exhibit "A";
 - (d) Payment form, incorporated herein as Exhibit "B";
 - (e) The insurance requirements set forth and incorporated herein as Exhibit "C"; and
 - (f) All other exhibits to this Agreement.

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

2. Scope of Services/Deliverables

- (a) The Contractor shall provide all necessary services, including but not limited to, the supply of synthetic turf to cover an area of 21,005 square feet, seam tape, glue, rubber infill, and any other materials or equipment necessary to complete the work. The Contractor will be responsible for removing and disposing of the old surfacing, infill, and any other materials that interfere with the proper installation of the new surface. The Contractor shall ensure correct measurement of excavation and grading of the subbase and restore any areas that were damaged during the removal, staging of equipment and materials, or installation of the new surface. The Contractor shall secure the worksite daily throughout the project to prevent access to unauthorized individuals.

3. Product Specifications:

- (a) The synthetic turf must have UV radiation resistance, not showing significant fading or embrittlement within 8 years.
- (b) The turf must be manufactured with an anti-microbial Ag-bearing resin, such as Microban by AlphanSan, integrated into the turf fiber.
- (c) The turf must be permeable, allowing proper drainage of water, and the Contractor will be responsible for correcting any areas that do not drain properly.
- (d) Rubber infill must be clean, hazard-free, and should not harden or degrade for a minimum of 8 years. The rubber infill shall be spread at a minimum spread of 3 lbs per square foot.
- (e) The seam glue must provide a strong, hazard-free, and durable bond between adjacent turf panels or sections. The Contractor must ensure that seams are not in areas of high use to avoid separation over time.

4. Regulations Compliance:

- (a) The installation must meet ADA regulations.
- (b) The Contractor must ensure that the synthetic turf is cleanable and maintainable by power brooming or vacuuming, with the option of hosing or wet scrubbing for hard dirt.
- (c) The Contractor is responsible for ensuring that the playground meets ASTM F1292 standards and must test the playground to ensure compliance with ASTM F1292 (Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment) once the work is completed.

5. Term/Commencement Date and Liquidated Damages

- (a) The Contractor shall not begin any work until the City provides a written Notice to Proceed and a Purchase Order to the Contractor. The Contractor agrees that the Work shall be substantially completed within **twenty (20)** 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 Contract Documents within **thirty (30)** 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 Parks & Recreation 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) City and Contractor recognize that time is of the essence in this Agreement and that the City will suffer financial loss if the Work is not completed within the 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.
- (d) 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.
- (e) 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.

6. Compensation and Payment

- (a) As compensation for the Work, the City agrees to pay the Contractor a fee in the amount of ONE HUNDRED AND SEVENTY-ONE THOUSAND FIVE HUNDRED AND THIRTY-TWO DOLLARS AND FIFTEEN CENTS (\$171,532.15) in accordance with Contractor's Proposal attached as **Exhibit "A"** (the "Fee") which is incorporated herein and made a part hereof by this reference.
- (b) In addition the above, there shall be a 10% contingency in this Agreement in the amount of SEVENTEENTHOUSANDONE HUNDRED AND FIFTY THREE DOLLARS AND TWENTY TWO CENTS (\$17,153.22). Use of contingency funds must be approved by the City Manager or his/her designee in writing prior to being released.
- (c) The Contractor shall invoice the City once the Work 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 "B"**, or such other form as may be provided by City from time to time.
- (d) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and, within fifteen (15) calendar days, the Parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within five (5) days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete.
- (e) If a dispute should occur regarding a submitted invoice, an item in the Final Punch list, or any portion of the completed Work, the City Manager may withhold payment of the disputed amount or such amount that represents the value of the disputed item in the Final Punch list or portion of the completed Work, and the City Manager may pay to the Contractor the undisputed portion of the Fee. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the disputed invoice. Within five (5) days of notice to the Contractor of the dispute/retained amount, the City and the Contractor shall work in good faith to reach a resolution as to the dispute. If a mutually agreed upon resolution cannot be reached, any compensation disputes shall be decided by the City Manager, whose decision shall be final. Any remaining undisputed and/or settled amount of the Fee shall be paid within fifteen (15) days the City Manager's final disposition.

7. 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.

8. City's Responsibilities

- (a) The City shall arrange for access to and make all provisions for the Contractor to enter upon real property as required for Contractor to inspect the site and perform the Work.

9. Contractor's Responsibilities

- (a) The 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.
- (b) Contractor agrees to have a qualified representative to audit and inspect the Work provided on a regular basis to ensure all Work is being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly.
- (c) Contractor agrees to immediately inform the City via telephone and in writing of any problems that could cause damage to the City's property, improvements and persons.
- (d) Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.
- (e) In the event that the Contractor fails to complete the Work pursuant to the terms of this Agreement and City must undertake the completion of performance of the Work, Contractor agrees to indemnify the City for all costs incurred with respect to the completion of said Work and any damages the City may suffer as a result of the Contractor's failure to perform the Work.
- (f) 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.
- (g) 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.
- (h) 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.

10. Defective Work

- (a) The City or its designee shall have the authority to reject or disapprove work that is found to be defective. If defective work is found, the Contractor shall promptly correct all defective work or remove such defective work and replace it with non-defective work at the Contractor's expense.
- (b) Should Contractor fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of this Agreement within the time

indicated in writing by the City Manager or its designee, the City shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by the City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, which is not cured in the cure period, the City may declare Contractor in default.

- (c) If, within two (2) years after the date of completion of Work or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision(s) of this Agreement, any of the work is found to be defective or not in accordance with this Agreement, Contractor, after receipt of written notice from the City or its designee, shall promptly correct such defective or nonconforming work within the time specified by the City without cost to the City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under this Agreement including but not limited to any claim regarding latent defects.
- (d) Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the City to final acceptance.
- (e) Where the City or its designee becomes aware of faults, defects or non-conformity in any of the work provided under this Agreement or with the work being performed by the Contractor, the City or its designee shall issue a Notice to Cure to the Contractor for correction. In no event shall the failure of the City or its designee to bring to the attention of the Contractor of such faults act as a waiver or release the Contractor from responsibility or liability for such fault, defect or non-conforming work.

11. Warranty

- (a) It is intended by the Parties that the City obtain the most expansive warranty services available in the Contract Documents. Unless otherwise provided in Exhibits "A" and "B", the Contractor's Warranty of Work performed shall be as follows:
 - i. The Contractor agrees to provide the City, and, thereafter, uphold, the warranty as provided by the manufacturer. All warranties expressed and/or implied, shall be given to the City for all material and equipment covered by this Agreement. All material and equipment furnished shall be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the City, the Contractor shall correct any and all apparent and latent defects that are required under state or federal law.
 - ii. The Contractor shall warrant the labor performed for a minimum period of two (2) years from the date the Work is complete. This warranty shall be in addition to whatever rights the City may have under state or federal law. The Contractor's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Agreement within the warranty period such that it complies with the Agreement.

Contractor warrants to the City that all materials and equipment furnished under this Agreement will be new unless otherwise specified and will be of good quality, free from faults and defects and in conformance with the Agreement. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by City or its designee, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within this Agreement.

12. Termination

- (a) Termination for Cause. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Work then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor five (5) days to cure such default. If the default remains uncured after five (5) days the City may terminate this Agreement, and the City shall be entitled to payment from the Contractor in an amount equal to the actual cost of a third party to cure such failure.
 - i. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- (b) Termination for Convenience by the City. The City may, for its convenience and without cause terminate the Work then remaining to be performed at any time by giving Contractor ten (10) days written notice. 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. 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.
- (c) 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.

13. Insurance.

- (a) The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Insurance **Exhibit "C"**. 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.

14. 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.

15. 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.

16. Indemnification.

- (a) General Indemnity. Contractor shall indemnify, defend and hold harmless the City, its officers, and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of engineers, architects, attorney's, consultants and other professionals and trial and appellate court and arbitration costs arising out of or resulting from the performance of the Work, excluding claims arising from the sole negligence of City. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (i) any and all bodily injuries, sickness, death, disease; (ii) injury to or destruction of real property or tangible personal property, be it publicly or privately owned, including the loss of use resulting therefrom; (iii) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of the Work including the warranty period; (iv) the use of any improper materials; (v) any construction defect including patent defects; (vi) any act or omission of Contractor or his Subcontractors, agents, servants or employees; (vii) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, his Subcontractors, agents, servants or employees; (viii) the breach or alleged breach by Contractor of any term of this Agreement, including the breach or alleged breach of any warranty or guarantee.
- (b) Defense. In the event that any claims are brought or actions are filed against the City that are encompassed by the Contractor's duty to indemnify as stated in this Agreement, the Contractor agrees to defend against all claims and actions brought against the City regardless of whether such claims or actions are rightfully or wrongfully brought or filed. City reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Contractor.
- (c) Payment of Losses. Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of City, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of City when applicable.

(d) The provisions of this section shall survive termination of this Agreement.

17. 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: Rey Valdes
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: .
 City Attorney
 City of Doral
 8401 NW 53rd Terrace
 Doral, FL 33166

For the Contractor: Foreverlawn South Beach
 275 NE 152 St
 Miami, Fl 33162

18. 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.

19. 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.

20. 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.

21. Public Records.

- (a) The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall:
 - i. keep and maintain public records required by the City to perform the services provided hereunder;
 - ii. upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and
 - iv. upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 19, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

22. 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.

23. 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.

24. Independent Contractor.

- (a) 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 Fee may only be changed by a written Change Order. Any claim for an increase or decrease in the Fee 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.

34. Subsurface Conditions

- (a) Information shown on the Drawings and/or indicated in the Contract 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.

35. 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 Contract 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.

36. E-Verify.

- (a) The Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (b) The Contractor shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if the Contractor enters into a contract with a sub-Contractor, the sub-Contractor must provide the Contractor with an affidavit stating that the sub-Contractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Contractor, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its sub-Contractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. Contractor must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit "D".

37. Scrutinized Companies

- (a) Contractor certifies that it and its sub-Contractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S.; the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- (b) If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- (c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

[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 Interim 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, MMC
City Clerk

By:  _____
Rey Valdes
City Manager


Date: 10/28/2024

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



Lorenzo Coibiella Esq. for
Gastesi Lopez & Mestre, PLLC
City Attorney

CONTRACTOR

By: Forever Ann South Beach
Joshua Keston 

Title: owner

Date: 10-16-24

Exhibit "A"

South Beach Synthetic Turf, LLC

Proposal and

Scope of Work



ForeverLawn South Beach 275
NE 152nd St
Miami, FL 33162
foreverlawn.com

Pricing Agreement

Date: 4/25/2024

Prepared By: Josh Votaw

Kenneth Scler
Doral Legacy Park
FL

Project Name: Doral Legacy Park Playground

Project Description: Professional installation of Playground Grass. Includes: Playground Grass Discovery, Removal, Infill, installation materials, and labor.

Project Size: 21,005 SF

Area Detail:	Materials & Labor:	\$164,180.40
	Shipping:	\$7,351.75
	Total:	\$171,532.15

Pricing Includes: All materials for the turf, installation materials, all associated freight charges and a professional installation by a trained and certified ForeverLawn install team. 15 Year Warranty. Sourcewell Pricing.

Note: Payment terms:
 50% non-refundable deposit prior to scheduling, 50% due upon completion of the work - unless otherwise stated in commercial subcontract or purchase order.
 A 10% late fee will be added to all outstanding balances after 7 days.
 A non-refundable convenience fee of 3.5% will be added for all credit card payments. Financing options available.
 Please make checks payable to ForeverLawn South Beach and include quote on check.
ForeverLawn Guarantee:
 All work will be done in a professional manner and workmanship is guaranteed for one year from the date of installation. The ForeverLawn Select, K9Grass, Playground Grass, GolfGreens, and SportsGrass (non-field application) products carry 15-year product warranties through the ForeverLawn Closed Loop Warranty System (CLWS). SportsGrass in a field application comes with an 8-year product and installation warranty. Xerigrass products come with a 8-year warranty. Weeds are not covered under any warranty. Burns are not covered under any warranty. Changes to the scope of the project may require changes to the proposal and pricing.

Expiration: Due to product pricing considerations, this quote can only be guaranteed for 60 days from the date of this proposal. Installation lead times vary. Please let us know if there are days we should avoid for scheduling purposes, and keep in mind that scheduling is always tentative due to inclement weather and other extenuating circumstances.

Remit Payment to:

ForeverLawn South Beach
275 NE 152nd St
Miami, FL 33162 786-570-8491

Authorized Signature

Date



ForeverLawn

Grass without limits.®



Pricing Agreement Page 2

Project Timeline

Project will be scheduled upon receipt of the down payment and may vary depending on availability of turf and crew. It is expected that this project will take 10-12 working days to complete once started and depending on the option chosen.

Note: if team arrives for installation and the area is not prepared for installation, there will be a remobilization fee of \$1,500.00 that will be charged.

ForeverLawn to Provide:

- ForeverLawn product and installation accessories
- Professional ForeverLawn installation including layout, trimming, seaming, and attaching of the product.
- Cleanup

Client is to Provide:

- Easy access to work area for crew and equipment and staging area for materials
- Any changes to scope of work prior to start of project
- Access to water hookup and electricity
- A dumpster or receptor for needed for project waste and cost.



Exhibit "B" Payment Form

Application For Payment No. _____

To: City of Doral
From: FOREVERLAWN South Beach
Agreement: _____
Project: DORAL LEGALY
City's Agreement No. _____
For Work accomplished through the date of: _____


1.	Original Contract Price:	\$ <u>171,532.12</u>
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.	Less previous Application for Payments:	\$ _____
6.	DUE THIS APPLICATION (4 MINUS 5):	\$ _____

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 Contract Documents and not defective.

Date 10-16-24

Contractor 
JOSE MORAN - OWNER

By: FOREVERLAWN South Beach

State of Ohio
County of Franklin

Subscribed and sworn to before me this 16 day of October, 2024

Daydeon Baron Galbavi
Notary Public

My Commission expires: Oct 16, 2027



DAYDEON BARON GALBAVI
Notary Public, State of Ohio
My Commission Expires
October 16, 2027

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____
City's Representative

APPLICATION FOR PAYMENT INSTRUCTIONS

A. GENERAL INFORMATION

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

B. COMPLETING THE FORM

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

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

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

C. LEGAL REVIEW

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

Application No. _____

Date: _____

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

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

Exhibit "C" Insurance Requirements

EXHIBIT "C"

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured
Primary Insurance Clause Endorsement

Coverage for X, C, U Included

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 (if applicable)

Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	\$1,000,000
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	
Any One Accident	

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.

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 53rd
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.

Exhibit "D"
E-Verify Affidavit

E-Verify Affidavit

The Florida Statute 448.095 mandates that all public employers, including municipal governments, verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify system. This statute extends to contractors and subcontractors engaged in business with public entities, requiring them to also verify employee eligibility and ensure that unauthorized aliens are not employed. Compliance with this law involves enrolling in E-Verify and obtaining affidavits from subcontractors verifying that they do not employ unauthorized workers.

Contractors working with the City of Doral, Florida, must ensure that their hiring practices, and those of their subcontractors, align with these requirements. They are responsible for registering with the E-Verify system, as well as collecting and retaining necessary documentation, such as the I-9 Forms and the subcontractor affidavits.

For enrollment in E-Verify, employers can visit the official [E-Verify website](https://www.e-verify.gov/employers/enrolling-in-e-verify) (https://www.e-verify.gov/employers/enrolling-in-e-verify)) and follow the provided instructions to comply with these statutory obligations.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements as outlined in Florida Statute 448.095.

Foreverlane South Beach

Company Name

[Signature]

Offeror Signature

10-16-24

Date:

Joshua Votaw

owner

Print Name

Title

88-0758483

Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this 16 day of October, 2024.

By: Joshua Votaw

Is personally known to me

Has produced identification (Type of identification produced: OH Driver License
RV575099 ex 8/28/31)

[Signature]

Signature of Notary Public
DAYDEON BARON GALBAVI
Notary Public, State of Ohio
My Commission Expires
October 16, 2027



Print or Stamp of Notary Public

OCT 16, 2027

Expiration Date

Exhibit "E"
RESOLUTION

RESOLUTION No. 24-169

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO UTILIZE SOURCEWELL CONTRACT No. 031622-FVL, AND ENGAGE FOREVERLAWN SOUTH BEACH FOR THE REPLACEMENT OF THE DORAL LEGACY PARK PLAYGROUND TURF FOR AN AMOUNT EQUAL TO \$171,532.15 PLUS A 10% CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED OF \$188,685.37; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral ("City") is committed to maintaining high standards in recreational facilities and ensuring safety and enjoyment for its residents and visitors; and

WHEREAS, the existing turf at Doral Legacy Park Playground has become brittle and prone to ripping, creating potential tripping hazards that have persisted despite numerous attempts to repair, necessitating the replacement of the turf to enhance safety and usability; and

WHEREAS, the approval of a capital improvement request for this item was granted in the 2023-2024 Budget Year for Park Impact Fee improvements, leading the Department to solicit quotes from three reputable companies in pursuit of a high-quality and cost-effective replacement solution; and

WHEREAS, to ensure the City receives the most competitive pricing, Parks and Recreation staff conducted market research and obtained quotes from multiple artificial turf suppliers, each of which conducted a site assessment at the playground and took precise measurements necessary to provide an accurate quote; and

WHEREAS, South Beach Synthetic Turf, LLC, doing business as ForeverLawn

South Beach, provided the most competitive pricing pursuant to Sourcewell Contract #031622-FVL; and

WHEREAS, staff respectfully requests approval from the Mayor and City Councilmembers to authorize the City Manager to accept the quote submitted by ForeverLawn South Beach, utilizing Sourcewell contract #031622-FVL, and enter into an agreement with ForeverLawn South Beach for the replacement of the artificial turf at Doral Legacy Park Playground, including the removal, disposal, and installation of the new turf, for a sum not exceeding \$171,532.15, with an additional contingency of 10% or \$17,153.22, resulting in a total not to exceed of \$188,685.37.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 part hereof by this reference.

Section 2. Approval. The Mayor and City Councilmembers hereby approve the utilization of Sourcewell contract #031622-FVL and engagement of ForeverLawn South Beach for the replacement of the artificial turf at Doral Legacy Park Playground.

Section 3. Authorization. The Mayor and City Councilmembers authorize the City Manager to enter into an agreement with ForeverLawn South Beach for the replacement of the artificial turf at Doral Legacy Park Playground for a sum not exceeding \$171,532.15, with an additional contingency of 10% or \$17,153.22, resulting in a total not to exceed of \$188,685.37. Funding will be provided via the Parks Impact Park Improvements Account 001.9000.572.500634. The agreement is subject to approval by the City Attorney as to form and legal sufficiency as may be appropriate to

protect and further the interest of the City. This authorization in and of itself does not create or confer any rights to ForeverLawn South Beach or any of the other firms.

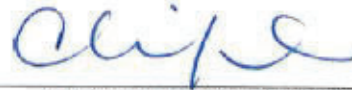
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

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

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

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 14 day of August, 2024.



CHRISTI FRAGA, 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:



LORENZO COBIELLA
GASTESI, LOPEZ & MESTRE, PLLC
CITY ATTORNEY