

ADDENDUM No. 1 TO INSTALLATION SERVICES AGREEMENT FOR THE RESURFACING OF THE TENNIS AND BASKETBALL COURTS AT MORGAN LEVY PARK

The City of Doral and Armour Courts Inc. for good consideration, agree to amend a certain terms and provisions in the Installation Services Agreement for the resurfacing of the tennis and basketball courts at Morgan Levy Park dated February 18, 2020 as follows:

1. Section 2(a) of the agreement shall be revised to read as follows:

The Contractor shall not commence any portion of the Work until the City issues to Contractor a written Notice to Proceed. The City will issue individual Notice to Proceeds for each portion of the Work (Tennis and Basketball). The Contractor agrees that the Work shall be substantially completed within twenty (20) calendar days after the date specified on each individual Notice to Proceed ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Agreement Documents within thirty (30) calendar days after the date specified in each individual Notice to Proceed ("Final Completion"). The City Manager may extend the term of this Agreement up to an additional thirty (30) days at his sole discretion based upon the recommendation of the City's Parks & Recreation Director, City Engineer, or Utilities Director.

2. Section 3(a) of the agreement shall be revised to read as follows:

As compensation for the Work, the City agrees to pay the Contractor a fee in the amount of TWENTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS and ZERO CENTS (\$25,479.00) upon Final Completion of the work associated with the resurfacing of the Tennis Courts. The City agrees to pay the Contractor a fee in the amount of TWENTY THOUSAND DOLLARS and ZERO CENTS (\$20,000.00) upon Final Completion of the work associated with the resurfacing of the Basketball Courts. These fees are in accordance with the Contractor's Proposal (specifically Exhibit B of the Bid Submittal entitled Pricing Sheet) attached as Exhibit "B". Each Fee referenced herein shall be paid as a lump sum payment within thirty days of receiving notice of Final Completion and a corresponding invoice from the Contractor for each portion of Work.


3. The Parties agree that this Addendum modifies the Agreement between the parties dated February 18, 2020, and is incorporated herein by this reference. All other terms and conditions of the Agreement, except as herein modified, shall remain unchanged and remain in full force and effect.
4. This Addendum may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.
5. Each party represents and warrants that the representative signing this Addendum on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Addendum No. 1.

IN WITNESS WHEREOF, the Parties have hereto executed this instrument on March 3, 2020.

IN WITNESS WHEREOF, the parties execute this Addendum to the Installation Services Agreement for the resurfacing of the Tennis and Basketball Courts at Morgan Levy Park on the respective dates under each signature:

Attest:

CITY OF DORAL




Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

Date: March 4, 2020

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo
City Attorney

ARMOUR COURTS INC.

By: Patricia Hoersch

Date: 3/3/2020

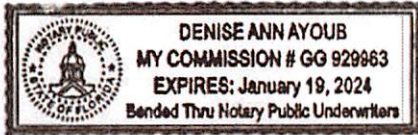
STATE OF FLORIDA)
)
Palm Beach)
COUNTY OF ~~MIAMI DADE~~)

SS:

The foregoing instrument was acknowledged before me, **by means of** **physical presence** or **online notarization**, this 3 day of March, 2020 (year), by Patricia Hoersch as President (office-held) of Armor Courts, Inc. who is personally known to me or produced _____ as identification.

Denise Ann Ayoub

Name: Denise Ann Ayoub



Notary Public State of Florida

Commission No.: GG929963

My commission expires: 01/19/2024

INSTALLATION SERVICES AGREEMENT

THIS INSTALLATION SERVICES AGREEMENT (the "Agreement") is entered this 18 day of February, 2020, 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 **Armor Courts Inc.** an active, for-profit Florida corporation whose address and principal place of business is 3477 High Ridge Road, Boynton Beach, FL, 33426 (the "Contractor"). The City and Contractor may be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

WHEREAS, the City of Doral (the "City") issued Invitation to Bid (ITB) No. 2019-44 "Morgan Levy Park Tennis and Basketball Court Resurfacing" on November 26, 2019 for procuring tennis and basketball court resurfacing services at Morgan Levy Park; and

WHEREAS, Five (5) firms attended a mandatory pre-bid meeting which was held on December 10, 2019 and three (3) responses were received by the January 6, 2020 deadline, with two (2) firms meeting the required criteria; and

WHEREAS, upon review of bids received, staff determined that Armor Courts Inc. was the lowest most responsive and responsible bidder; and

WHEREAS, On February 12, 2020, the Mayor and City Council-members approved Resolution # 20-23 authorizing the City Manager to enter into an agreement with Armor Courts Inc. for the provision of athletic court resurfacing services at Morgan Levy Park; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which the Parties acknowledge, the Contractor and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - (a) The Contractor shall provide those services (the "Work") as specified in "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 Parks & Recreation Director, City Engineer or Utilities Director.
- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in this Agreement, unless extended by the City Manager. The City shall issue a written notice identifying the date the Work is deemed fully complete, which shall be the Final Completion date.
- (c) The Contractor agrees to provide the City, and, thereafter, uphold, the warranty as 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-FIVE THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS and ZERO CENTS (\$45,479.00), in accordance with Contractor's Proposal (specifically Exhibit B of the Bid Submittal entitled Pricing Sheet) 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) 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 (1) year from the completion of the Work, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Work or perform as intended, upon written notification from the City Manager, the Contractor shall at Contractor's sole expense, immediately correct the Work.
- (b) Contractor and its subcontractors shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be immediately remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall

continue until such time as all the Work is completed and the City has made final payment to Contractor.

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

7. **Termination.**

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

8. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Insurance **Exhibit "D"**. The carrier of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9. **Nondiscrimination.**

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

10. **Agreement Documents.**

The Agreement Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

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

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

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

- (a) If either the City or Contractor is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.
- (b) In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

12. **Indemnification.**

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

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

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

13. **Notices/Authorized Representatives.**

- (a) Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

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

For the Contractor: Patricia Hoersch
Armor Courts Inc.
3477 High Ridge Road
Boynton Beach, FL 33426

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



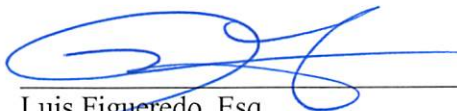
Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

Date: Feb. 19, 2020

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: Patricia Hoersch
Title: President

Date: 2/18/2020

Exhibit “A”
Scope of Work

SCOPE OF WORK

The work includes the resurfacing of three (3) basketball courts approximately 66 feet by 108 feet, one (1) court of 45 feet by 76 feet, and five (5) tennis courts covering an area 120 by 300 feet located at Morgan Levy Park - 5300 NW 102 Avenue, Doral, Florida. Contractor is responsible for verifying all measurements and quantities. Work will be allowed between the hours of 8am and 6pm Monday - Friday.

A. Prior to resurfacing:

- a.* Pressure clean all courts removing any debris such as chewing gum from the courts.
- b.* Repair all surfaces that include:
 - i.* Visible asphalt seams.
 - ii.* Flood courts with water and after surrounding areas have dried. Patch all areas that hold water over the thickness of 1/8" with court patch mix.
 - iii.* Patch all cracks and gouges.
 - iv.* Mill and repair cracks, bulges, and other imperfections on the surface as needed.
 - v.* For basketball courts:
 1. Two-tone surface: Green court, blue keys and center circles. Exact color codes will be approved by the City prior to issuing a Notice to Proceed.
 2. Contractor must provide dimension plan for playing lines to City for approval prior to commencement of resurfacing.
 - vi.* For tennis courts:
 1. Two-tone surface (Green: outside playing area, Blue: Inside playing area), inbound and apron, with full individual color through each color coat. Exact color codes will be approved by the City prior to issuing a Notice to Proceed.
 2. Contractor must provide dimension plan for playing lines to City for approval prior to commencement of resurfacing.
 3. Paint two (2) inch white playing lines to meet U.S.T.A. specifications.
 4. Paint playing lines according to specifications for ages 10 and under in courts #4 and #5.
 5. Recoating of tennis netting posts.

A. Resurfacing:

- a. Two (2) coat(s) acrylic resurfacer.
 - b. Two (2) coat(s) of Plexipave, Laykold, or approved equivalent, as recommended by the manufacturer.
 - c. One (1) coat of line primer.
 - d. One (1) coat for lines with regulation markings in white textured paint.
 - e. Two-tone surface: Green court, blue keys and center circles. Exact color codes will be approved by the City prior to issuing a Notice to Proceed.
- Contractor must supply owner with sample of proposed product for prior approval.
 - Contractor must use materials that meet the guidelines and specifications for the "United States Tennis Association" U.S.T.A on tennis courts.

Contractor's responsibility:

- a) Verify all quantities and measurements required to complete this scope.
- b) Furnish owner with an estimated start date.
- c) Start and complete project in a timely manner as specified in the contract documents.
- d) Furnish all labor, materials and equipment to fully execute job.
- e) Furnish and maintain temporary flagging and barricades as required to protect employees and public at all times.
- f) Daily clean-up of trash and debris.

Exhibit “B”
Armor Courts Inc. Proposal

EXHIBIT "B"
PRICING SHEET

SECTION A: BASKETBALL COURTS		
Description of Work	Court Type #1 (45' x 76')	Court Type #2 (66' x 108')
Line Item	Unit Cost	Unit Cost
Safety Fencing & Site Considerations	\$	\$
Pressure Cleaning	\$	\$
Patching & Crack Repair	\$	\$
Two (2) Coats of Acrylic Resurfacer	\$	\$
Two (2) Color Coat(s)	\$	\$
One (1) coat of line primer and one (1) coat of line paint.	\$	\$
TOTAL	\$	\$
LINE A: Total cost for section. Total = Court Type 1 Total + (Court Type 2 Total x 3)		\$ 20,000.00

SECTION B: TENNIS COURTS	
Description of Work	Court 1 – 5 (120' x 300')
Line Item	Unit Cost
Safety Fencing & Site Considerations	\$
Pressure Cleaning	\$
Patching & Crack Repair	\$
Two (2) Coats of Acrylic Resurfacer	\$
Two (2) Color Coat(s)	\$
One (1) coat of line primer and one (1) coat of line paint meeting USTA specifications.	\$
Playing lines meeting USTA specifications for ages 10 and under. (Courts 4 and 5 only.)	\$
LINE B: Total cost for section:	\$ 25,479.00

TOTAL COST (ADD LINE A & LINE B): \$45,479.00

Exhibit “C”
Payment Form

Application For Payment No. _____

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

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

Accompanying Documentation: _____

Contractor's Certification:

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

Date Contractor

By: _____

State of _____
County of _____

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

Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

City's Representative

APPLICATION FOR PAYMENT INSTRUCTIONS

A. GENERAL INFORMATION

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

B. COMPLETING THE FORM

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

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

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

C. LEGAL REVIEW

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

Application No.

Date:

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

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

Exhibit “D”
Insurance Requirements

EXHIBIT "D"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$3,000,000
Policy Aggregate (Per Job/Location)	\$3,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$3,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

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

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory - State of Florida

B. 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

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

IV. Umbrella or Excess Liability insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the

underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

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

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

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

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

RESOLUTION No. 20-23

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2019-44 "MORGAN LEVY PARK TENNIS AND BASKETBALL COURT RESURFACING" TO ARMOR COURTS INC., AS THE LOWEST, MOST RESPONSIVE AND MOST RESPONSIBLE BIDDER; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ARMOR COURTS INC. FOR THE PROVISION OF ATHLETIC COURT RESURFACING SERVICES AT MORGAN LEVY PARK IN AN AMOUNT NOT TO EXCEED \$45,479.00 PLUS A 10% CONTINGENCY FOR A TOTAL NOT TO EXCEED \$50,026.90; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Invitation to Bid (ITB) No. 2019-44 "Morgan Levy Park Tennis and Basketball Court Resurfacing" on November 26, 2019 for procuring tennis and basketball court resurfacing services at Morgan Levy Park, for which five (5) firms attended a mandatory pre-bid meeting was held on December 10, 2019, and three (3) responses were received by the January 6, 2020 deadline, with two (2) firms meeting the required criteria; and

WHEREAS, upon review of bids received, staff determined that Armored Courts Inc. was the lowest most responsive and responsible bidder; and

WHEREAS, Staff respectfully requests approval from the Mayor and City Councilmembers to award ITB No. 2019-44 "Morgan Levy Park Tennis and Basketball Court Resurfacing" to Armored Courts Inc. and authorize the City Manager to negotiate and enter into an agreement with Armor Courts Inc. for the provision of tennis and basketball court resurfacing services in an amount not to exceed \$45,479.00 plus a 10% contingency for a total amount not to exceed \$50,026.90. Funding for this project will come from Parks & Recreation Account 102.90005.500634.

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 Councilmembers hereby approved the award of ITB No. 2019-44 to Armor Courts Inc. and authorize the City Manager to negotiate and enter into an agreement with Armored Courts Inc. for the provision of providing athletic court resurfacing services for a not to exceed amount of \$45,479.00 plus a 10% contingency for a total not to exceed \$50,026.90. This Authorization does not create or confer any rights to Armor Courts Inc.

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 Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Not Present at Time of Vote
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent / Excused
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of February, 2020.



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