

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
GREEN SOURCE LANDSCAPE & SPORTS TURF INC.
FOR
LANDSCAPING MAINTENANCE**

THIS AGREEMENT is made between **GREEN SOURCE LANDSCAPE & SPORTS TURF INC.**, an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, the City of Doral (the “City”) issued Request for Proposals (“RFP”) #2019-02 on January 14, 2019 for the provision of providing grounds maintenance services at City Parks, Bike Trails, and Facilities; and

WHEREAS, as a result of the RFP, fifteen (15) firms attended the mandatory Pre-Bid Meeting held on January 22, 2019; and

WHEREAS, five (5) submittals were received and opened on February 11, 2019, with two (2) submittals bidding on Group 2 facilities which was composed of athletic fields; and

WHEREAS, on February 25, 2019, the evaluation committee scored and ranked submittals received based on a three-hundred point (300) scale and determined that Green Source Landscape & Sports Turf Inc. was the highest ranked firm for Group 2; and

WHEREAS, during the March 13, 2019 Council Meeting, the City Council of the City of Doral approved Resolution # 19-61 approving the award of RFP# 2019-02 and authorizing the City Manager to negotiate and enter into an agreement with Green Source Landscape & Sports Turf Inc. for the provision of providing grounds maintenance services to Group 2 facilities as outlined in the RFP.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned 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 is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services to provide Landscaping Services at City Parks, Bike Trails, and Facilities as contemplated herein.

- 1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services found in **Exhibit "A"**, which is attached to this Agreement and incorporated herein and made part hereof by this reference.
- 1.3 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and will remain in effect for three (3) years from the date of execution of Agreement ("Initial Term"), unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have the option to renew this agreement for two (2) additional one-year periods for a total maximum contract term of five (5) years. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.

3. **Compensation and Payment.**

- 3.1 As compensation for the Work, the City agrees to pay the Provider on a service by service basis not to exceed the unit pricing per service submitted by the Provider in their bid and herein attached to this agreement as **Exhibit "B"** regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services.
- 3.2 Provider understands that services requested through this Agreement are on an as needed basis and will be billed to the City accordingly.
- 3.3 Provider is to provide the City with invoice(s) within forty-eight (48) hours of service(s) being performed. Invoice(s) must detail the date, facility, and service actually performed.
- 3.4 The City shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.5 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the

invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-Providers.**

4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.

4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

6.2 Provider shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Contractor to provide the Services contemplated herein.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C". The insurance carrier 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.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

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

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 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.**

- 12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

- 13.1 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
Acting 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, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Provider: Ricardo Peraza
Vice President
Green Source Landscape & Sports Turf, Inc.
4800 SW 201st Terrace
Southwest Ranches, Florida 33332

14. **Governing Law.**

15.1 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, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

16.1 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.

16.2 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.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

- 16.2 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 Provider involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Provider 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.
- 16.4 In addition to other contract requirements provided by law, Provider 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 this chapter 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.
- 16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:
 - (a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

- 17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 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.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors 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. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and
- (d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement 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.

25. **Survival of Provisions**

25.1 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.

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, 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 Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 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.

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. **Discretion of City Manager.**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. **Third Party Beneficiary**

31.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

32.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL



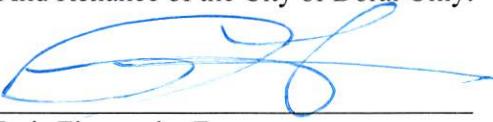
Connie Diaz, City Clerk

By: 

Albert P. Childress, Acting City Manager

Date: April 4, 2019

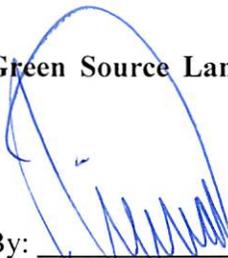
Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

Inc.

Green Source Landscape & Sports Turf

By: 

Its: Vice President, Ricardo Peraza
Date: 3.29.19

Exhibit "A"

Scope of Services

SCOPE OF SERVICES

This is a comprehensive landscaping and maintenance agreement for City of Doral athletic fields. The contractor must perform all work necessary utilizing acceptable horticultural practices for the exterior landscape maintenance of the project as required herein that are consistent with “Florida-Friendly” Landscaping Program principles. Many tasks are required and include, but are not limited to the following:

1. Mowing, weed eating, and edging of turf areas.
2. Application of fertilizers.
3. Application of pesticides.
4. Application of herbicides.
5. Aerating and slicing turf areas.
6. Pest control in turf.
7. Optional services: Top dressing baseball/softball fields.
8. Optional services: Lasergrading baseball/softball infields.
9. Optional services: Frazee mowing.
10. Optional services: Rebuilding bullpen and field mounds.
11. Optional services: Irrigation maintenance.
12. Optional services: Sod removal and installation.
13. Optional services: Miscellaneous enhancements to landscaping and athletic fields.

The City reserves the right to modify the frequency and scope of services throughout the term of the agreement.

This agreement includes:

- Group 2: Baseball/softball fields located at Doral Meadow Park and Doral Legacy Park as outlined herein.

This agreement does NOT include:

- Group 1: All park common areas and bikeway facilities as outlined herein. This includes all landscaped areas consisting of St. Augustine, Bahia, and Zoysia grass, hedges, shrubs, and groundcover.

1. FUTURE SERVICES

1. During the term of the contract the City of Doral Parks and Recreation Department may add additional parkland and athletic fields. The contractor is expected to provide a cost for the new services using the same per service cost used in the present contract.

2. MANAGEMENT

1. The Contractor shall designate a Representative who shall be responsible for all the work to be performed by the Contractor under this agreement.

2. The Representative shall serve as the point of contact between the Contractor and the City.
3. The Representative shall be reachable seven days (7) per week during the hours of operation of the park.

3. STAFFING

1. Staff must be properly trained and supervised to ensure compliance with the guidelines established herein.
2. The on-site supervisor must be able to speak and understand English. Staff working together must be able to communicate with one another. Staff is encouraged to be bilingual.
3. Staff must be clean, groomed, and in uniform while on Park property. Staff must not smoke or consume alcohol in the Parks.
4. Employees for the contractor must wear a uniform at all times during the execution of services for the City. The uniform must be clearly visible, in good condition, and show the company name and / or logo on the front.
5. Staff shall not wear a City unapproved uniform or display City decals on Contractor's vehicles to conduct non-City related business or personal matters while inside or outside the city limits.
6. Contractor shall conduct a Class 2 criminal background check on all employees that will perform work at City facilities once every calendar year. Contractor shall submit the results of criminal background check prior any new employees commencing work at City facilities.
7. The Contractor's employees shall be courteous with City staff and park patrons.
8. The Contractor's employees shall refrain from using profane, indecent, or obscene language and gestures at City facilities.
9. The Contractor's employees shall be neat and sanitary and not pose a health threat or risk to the public.
10. The City reserves the right to bar any of the Contractor's employees from performing work at City facilities for not meeting the guidelines established herein. The City shall document these requests in writing and submit to the on-site supervisor.

4. EQUIPMENT AND SUPPLIES REQUIRED

1. The Proposer must supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of his contract according to an approved program.
2. The Contractor will not be permitted to store equipment and materials at any location without the expressed written consent of the City.

5. WORK SCHEDULE

1. The contractor will schedule all work so as not to interfere with City operations, athletic leagues, special events, or other scheduled activities which may be affected by the completion of services.
2. Work must be conducted at City facilities between the hours of 8:00 a.m. and 3:00 p.m. in facilities located within residential areas.
3. Work must be conducted at City facilities between the hours of 7:00 a.m. and 3:00 p.m. in facilities located within commercial areas.
4. All schedules must be sent to the City a month in advance. The Contractor understands that provided schedules may have to change due to City events.

6. INCLEMENT WEATHER

1. No work shall be done under these specifications except by permission of the City when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Contractor upon the direction of the City, shall suspend all work until instructed to resume operations by the City.

7. ACCEPTANCE OF COMPLETED WORK

1. A representative from the City of Doral must approve the work and related costs prior to the commencement of work. The City of Doral will determine if the work that is done is acceptable.
2. City must be notified of all scheduled and completed work in sufficient time to verify completeness of such work
3. If the work does not meet the City's requirements, the Contractor must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the contractor at no additional cost to the City within a period of 24 hours.

8. FAILURE TO PROVIDE SERVICES

1. The City's contract representative may deduct from the invoices the value of services not provided. Persistent billing for services not provided or failure to provide services may be cause for termination of the contract. Billing for services not provided for three consecutive months will result in immediate termination of contract.

9. SAFETY AND PROTECTION

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

1. All employees and other persons, whom may be affected thereby,
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and
3. Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10. COMMENCEMENT CONFERENCE

Within five (5) days after delivery of the executed Agreement by City to the Contractor, but before starting the work, a commencement conference will be held to review the above schedules, and provide procedures for processing invoices, and to establish a working understanding between the parties as to the Project. Present at the conference will be the City representative, and the Contractor.

11. SERVICES TO BE PROVIDED

1. A detailed description of these services will be provided in the proceeding sections.
2. Refer to Exhibit "C" regarding the work area to be maintained on the athletic fields. The City may from time-to-time add newly constructed athletic fields to the scope of work.

12. MOWING, EDGING, AND TRIMMING

12.1 Mowing

1. Bermuda turf shall be cut using reel mowers to a height between .5 inch to 2 inches as mutually agreed upon by the City as Contractor to promote optimal growth.
2. Mowing wet grass shall be avoided whenever possible.
3. Mowing will not be done when weather or conditions will result in damaged turf.
4. Mower blades must be kept sharp so that the cut grass edge is clean and not tom or ragged.
5. Mowing patterns shall be changed frequently to avoid wear and promote directional growth.
6. Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass.
7. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities.
8. Should any of the above listed damages occur, the Contractor shall be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor.

12.2 Edging and Trimming

1. Contractor shall trim and properly edge all shrubs and flower bed as well as tree rings, curbs, walks, lighting and all other obstacles in the landscape.
2. Paved areas (hard edges) shall be edged every mowing with respect to the turf type adjacent to the edging.
3. Edging of beds and tree rings (soft edging) shall be executed every mowing with respect to the turf type adjacent to the edging.
4. Particular care should be taken when edging softball/baseball fields.
5. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's expense.

12.3 Clean-up and Waste Disposal

1. All walks and other paved areas shall be vacuumed, swept, squeegeed or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time.
2. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects.
3. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edge is done.
4. Grass clippings or debris caused by mowing will be removed from the adjacent walkways, driveways, roadways, gutters and curbs or surfaces on the same day as turf is mowed.
5. Clippings, mulch or other plant debris must be prevented from entering water features, or drains. In the event that this occurs, the materials shall be removed immediately.
6. The Contractor shall be responsible for proper waste disposal. The City will not provide a means to dispose of waste produced by any of the services described herein.
7. **All equipment must be cleaned before and after each use with water at a high pressure as to not cross pollinate seeds within parks and grass species.** All field maintenance schedules must be reviewed and approved by the City Manager or his/her designee. Accommodations shall be made to allow for special events.

13. FERTILIZING

1. A schedule of fertilization dates and fertilizer analysis shall be subject to approval by City's representative prior to application. The Contractor shall perform an effective commercial fertilizer program that shall include fertilizing six times (6x) per year for Bermuda grass.
2. Contractor shall notify the Project Manager three (3) weeks in advance of fertilizing in order for the City to make any changes to operations or programming.

3. Fertilizers must be approved in advance by the City and shall be applied in accordance with the manufacturer's instructions and in accordance to "Florida-Friendly" Landscaping Program principles.
4. The type and amount of fertilizer applied shall be based on results of soil test(s). Soil test(s) shall be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the full responsibility of the Contractor. Soil test(s) must be scheduled with the City.
5. Contractor shall maintain records of all fertilizer usage on a Contractor provided form. This form shall be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request.
6. Contractor shall apply the scheduled fertilizing in accordance with the M&S Plan. The Contractor shall be compensated in accordance with the prices established in the Contract, after the City accepts the fertilizing Work.
7. The City, in consultation with the Contractor, may postpone or cancel a scheduled application of fertilizer.
8. Contractor may need to apply additional fertilization in some areas of the Work during the year to control weed growth and/or promote the health of the Turf.

14. WEED CONTROL

1. The Contractor shall perform weed control to prevent the encroachment of weeds into established turf.
2. The Contractor shall meet the following metrics from the time of the first service:
 - a. After first 3 months: 50% weed-free
 - b. After 3 – 6 months: 75% weed-free
 - c. After 6 months: 95% weed-free
 - i. The following facilities shall be excluded:
 1. Doral Meadow Park (baseball) until improvements are made.
3. Turf shall be free of the following, or similar, undesired vegetation alone or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:
 - a. Annual, Purple, and Yellow Sedge
 - b. Broomsedge
 - c. Castor Bean
 - d. Cogon grass
 - e. Crowsfoot
 - f. Dogfennel
 - g. Goosegrass
 - h. Johnsongrass
 - i. Maiden Cane
 - j. Ragweed
 - k. Rhodesgrass

- l. Sandspur
- m. Spanish Needle
- n. Tropical Soda Apple
- o. Vaseygrass
- p. White Clover
- q. Dollarweed

15. HERBICIDES

1. Contractor may use herbicides to kill all weeds and foreign grasses. Use and application shall be in strict compliance with the manufacturer's label directions and in accordance to "Florida-Friendly" Landscaping Program principles.
2. Herbicides may be used only with prior approval by the City's representative as to type, location and method of application. Any proposed changes in herbicide usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.
3. Contractor shall only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code.
4. The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense. The Contractor shall be responsible for submitting a copy of herbicide application license with this RFP.
4. Contractor shall maintain records of all herbicide usage on a Contractor provided form. This form shall be filled out as weed control operations are performed, and all entries must be available for inspection upon request.
5. The dead plant material produced by the application of herbicides must be removed and properly discarded on the next scheduled maintenance period.

16. AERATING, VERTICUTTING, AND SLICING

1. Aeration, verticutting, and slicing to provide proper air and water exchange for maximum growth potential and health of the Bermuda turf shall be performed as follows:
 - a. Core aeration must be performed at all Bermuda four times (4x) to provide proper air and water exchange for maximum growth potential and health of all turf. In areas with noticeable compaction and were additional aerification will be required. Aeration shall result in a hole depth of 3-4 inches with average spacing of 16 holes per square foot.
 - b. Verticutting must be performed at all Bermuda and turf areas once a year and thatch build-up needs to be monitored and alleviated when necessary. Dethatching should be maintained at a depth of ¼"-1/2" inch of depth and thatch shall be collected and

disposed of by the Contractor.

- c. Slicing shall be performed on all Bermuda turf areas once per year. Slicing should be completed at a depth of ½"-1" inch.

17. TOP DRESSING

Topdressing may be completed to all Bermuda turf areas one time (1x) a year; however, periodic topdressing may be applied when necessary to maintain proper field level. Topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. Material shall be applied to all athletic turf field areas at a ¼" depth for proper coverage. This is an optional service and approval by the City is required.

18. PEST IDENTIFICATION & CONTROL

1. Contractor shall identify disease(s) and pest infestation(s) and report such finding to the City in writing. The Project Manger may request that the Contractor develop a disease or pest management plan ("DPMP") for approval. The DPMP, if necessary, will require the approval of the City. The Contractor's DPMP shall establish the strategy and methods for performing the work in a safe, effective, and environmentally sound manner. The Contractor shall respond within 72 hours after the City has approved a DPMP.
2. If the Project Manager authorizes the Contractor to implement the DPMP, it will be done through a Work Order and shall be considered an Additional Service. Contractor shall only use those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder.
3. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations. Any pesticides shall be applied by Florida licensed and certified personnel. Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the Park areas under the responsibility of the Contractor, the Contractor shall replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc.

19. IRRIGATION REPAIRS

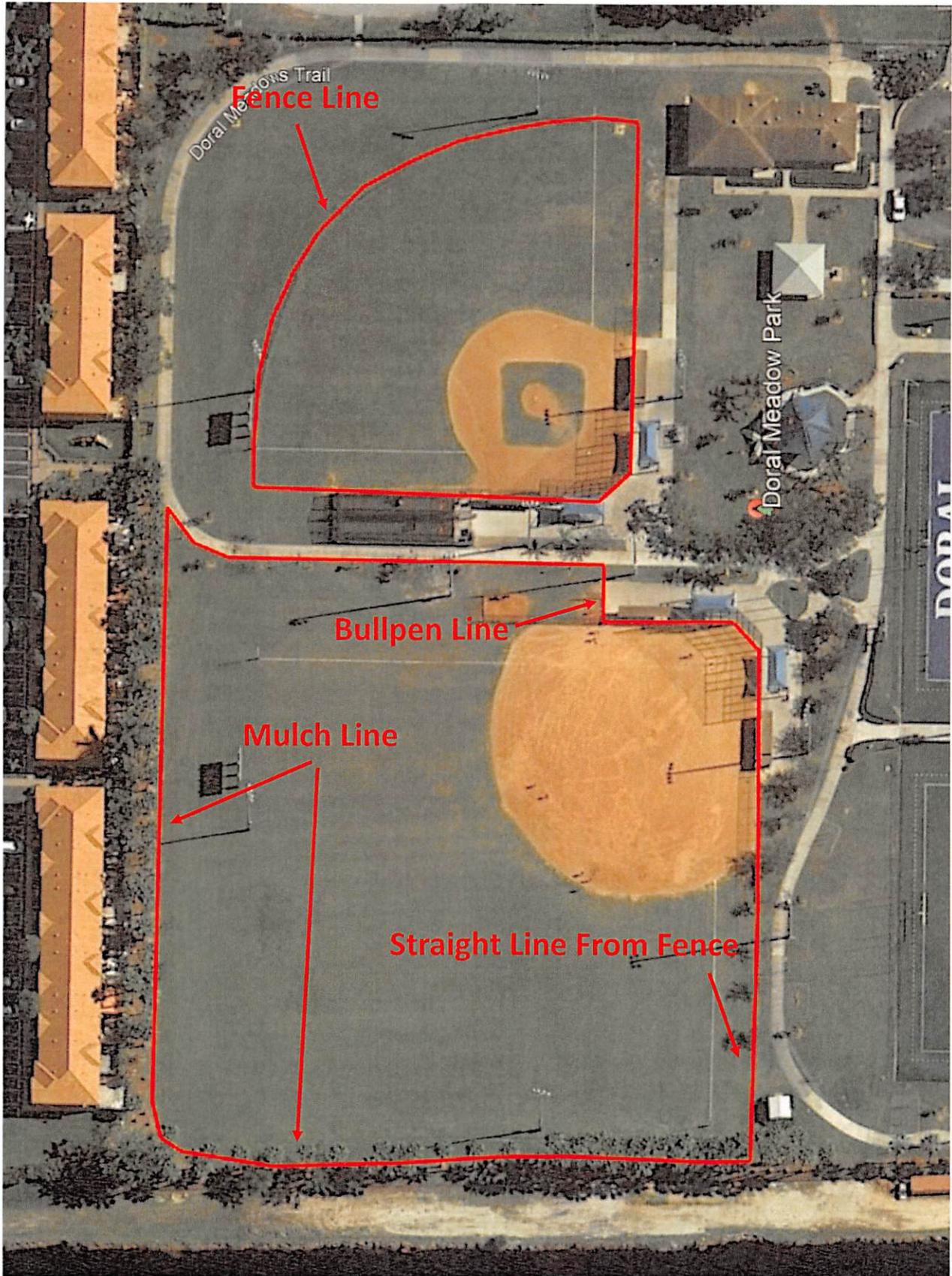
The City shall be responsible for the maintenance and repair of all irrigation systems. However, the City may from time-to-time request services. The Contractor shall submit an hourly rate and markup for materials as part of this bid. The Contractor shall submit invoices for materials for reimbursement.

20. DAMAGE CAUSED BY CONTRACTOR

Any damage caused by the contractor must be repaired at no cost to the City. Replacement equipment shall be of the same type, model, and manufacturer to keep the coverage the same. No substitutions will be accepted unless the replacement part is out of production. If so, then the out of production replacement parts must be approved before installation.

Athletic Field Area of Work

Doral Meadow Park



Athletic Field Area of Work
Doral Legacy Park

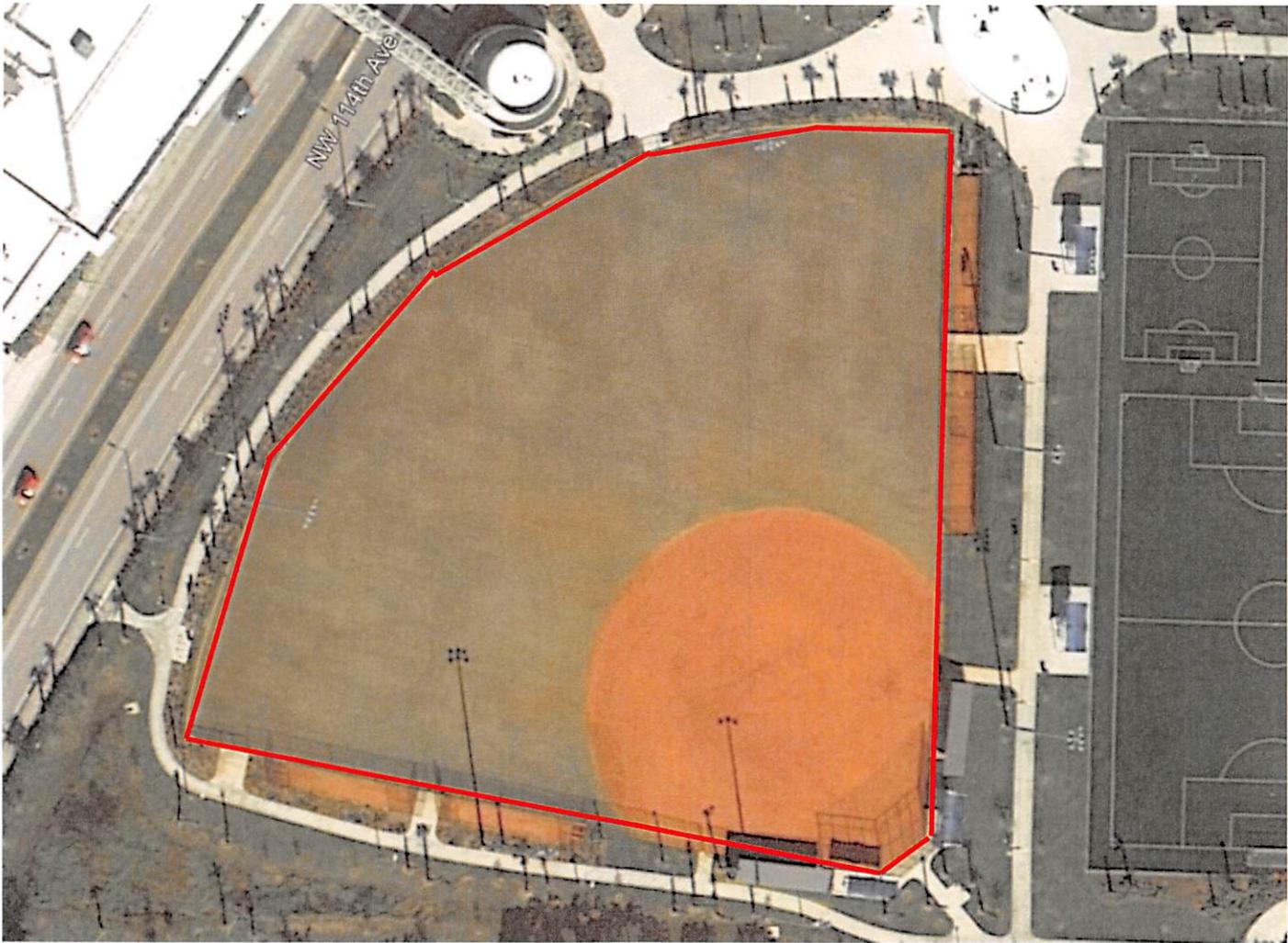


Exhibit "B"

Green Source Landscape & Sports Turf Inc. Pricing Submittal

GROUP 2 FACILITY
DORAL MEADOW PARK - BASEBALL FIELD

11555 NW 58 Street

Description:

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Bermuda - Mowing	2 Fields	<u>\$370.00</u>	x 44 per year	<u>\$15,600.00</u>
Annual Weed Control Program	2 Fields	<u>\$1,253.72</u>	X 12 apps	<u>\$15,044.64</u>
Annual Insect and Disease Management Program	2 Fields	<u>\$1,140.48</u>	X 1 apps	<u>\$13,685.76</u>
Application of Fertilizer (Bermuda)	2 Fields	<u>\$375.01</u>	x 6 per year	<u>\$2,250.06</u>
Aerating	2 Fields	<u>\$650.00</u>	x 4 per year	<u>\$2,600.00</u>
Slicing	2 Fields	<u>\$650.00</u>	x 1 per year	<u>\$650.00</u>
Verticutting	2 Fields	<u>\$3,831.29</u>	x 1 per year	<u>\$3,831.29</u>
Rye Grass Seeding (Bermuda)	2 Fields	<u>\$2,735.29</u>	x 1 per year	<u>\$2,735.29</u>
Optional: Top Dressing	2 Fields	<u>\$11,417.95</u>	x 1 per year	<u>\$11,417.95</u>
Optional: Lasergrading	2 Fields	<u>\$3,687.07</u>	x 1 per year	<u>\$3,687.07</u>
Optional: Frazee Mowing	2 Fields	<u>\$11,674.40</u>	x 1 per year	<u>\$11,674.40</u>
Optional: Rebuild Bullpen Mounds	per mound xx fields	<u>\$2,814.49</u>	x 1 per year	<u>\$2,814.49</u>

FACILITY TOTAL PER YEAR: \$85,990.95
 Line A

GROUP 2 FACILITY

DORAL LEGACY PARK - SOFTBALL FIELD

11400 NW 82 Street

Description:

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Bermuda - Mowing	1 Field	<u>\$125.00</u>	x 44 per year	<u>\$5,500.00</u>
Annual Weed Control Program	1 Field	<u>\$390.24</u>	X 12 apps	<u>\$4,682.86</u>
Annual Insect and Disease Management Program	1 Field	<u>\$450.00</u>	X 1 apps	<u>\$450.00</u>
Application of Fertilizer (Bermuda)	1 Field	<u>\$450.01</u>	x 6 per year	<u>\$2,700.06</u>
Aerating	1 Field	<u>\$350.00</u>	x 4 per year	<u>\$1,400.00</u>
Slicing	1 Field	<u>\$350.00</u>	x 1 per year	<u>\$350.00</u>
Verticutting	1 Field	<u>\$1,535.16</u>	x 1 per year	<u>\$1,535.16</u>
Rye Grass Seeding (Bermuda)	1 Field	<u>\$827.03</u>	x 1 per year	<u>\$827.03</u>
Optional: Top Dressing	1 Field	<u>\$4,105.99</u>	x 1 per year	<u>\$4,105.99</u>
Optional: Lasergrading	1 Field	<u>\$1,908.29</u>	x 1 per year	<u>\$1,908.29</u>
Optional: Frazee Mowing	1 Field	<u>\$5,994.37</u>	x 1 per year	<u>\$5,994.37</u>
Optional: Rebuild Bullpen Mounds	2 Mounds	<u>\$2,814.49</u>	x 1 per year	<u>\$2,814.49</u>

FACILITY TOTAL PER YEAR: \$32,268.25

Line B

GROUP 2 TOTAL PER YEAR: \$118,259.20

Line A+B

GROUP 2 MISCELLANEOUS SERVICES

The City may request the services below on an as-needed basis.

	<u>Unit</u>	<u>Unit Rate</u>
Irrigation Troubleshooting	Hourly Rate	\$65.00
Irrigation Repairs	Hourly Rate	\$65.00
Irrigation - Materials Mark-up	Percentage	35%

ITEM	DESCRIPTION	Sq. Ft. Cost Delivery & Install	Min.	TOTAL COST (Delivery & Installation)
1	Paspalum notatum, Bahia	\$.95	x 400 sq. ft.	\$380.00
2	Celebration Bermuda Grass	\$2.25	x 400 sq. ft.	\$900.00
3	Empire Zoysia Turf	\$2.50	x 400 sq. ft.	\$1,000.00
4	Stenotaphrum secundatum 'Floritam', St. Augustine 'Floritam' Sod	\$1.85	x 400 sq. ft.	\$740.00
5	Stenotaphrum secundatum 'Sapphire', St. Augustine Grass 'Sapphire'	\$1.85	x 400 sq. ft.	\$740.00

ITEM	DESCRIPTION	Sq. Ft. Cost Delivery & Install	Min.	TOTAL COST
1	Turf Removal (All Types) and Disposal	.50	x 400 sq. ft.	200.00

DISCOUNT FACTOR

If awarded the contract to maintain all ten (10) park facilities please provide a discount factor on the grand total for all facilities.

3.25 %

This page is not required for all proposers submitting proposals.

Exhibit “C”

Insurance Requirements

EXHIBIT "C"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate (Per Job)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse & Underground Hazard

II. Business Automobile Liability

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

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation

Statutory - State of Florida

Employer's Liability

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

IV. Umbrella/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 ensure 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 with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

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

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

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

The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/8/2019

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

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

PRODUCER Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321	CONTACT NAME: David Ragno
	PHONE (A/C, No, Ext): 954-724-7000 FAX (A/C, No): 954-724-7024 E-MAIL ADDRESS: dragno@keyescor.com
INSURED 12334 Greensource Landscape & Sports Turf, Inc. 4800 S.W. 201st Terrace Southwest Ranches FL 33332	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Associated Industries Ins. Co. 23140
	INSURER B: Allmerica Financial Benefit Insurance 41840
	INSURER C: Hanover Insurance Company 22292
	INSURER D: Hanover Amer Ins Co 36064
	INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1262529061 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZZJ D189345 02	3/11/2019	3/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Herbicide/Pesticide \$ Included
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AWJ D189364-02	3/11/2019	3/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NIL			UHJ D189346 02	3/11/2019	3/11/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC1107054	5/29/2018	5/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			IHJ D847261 00	3/11/2019	3/11/2020	Limit 1,984,847 Leased/Rented Equip 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as an additional insured with respects to general liability, auto, and excess liability.

CERTIFICATE HOLDER**CANCELLATION 30 Days Notice / 10 Days for Non-Pay**

City of Doral 8401 N.W. 53rd Terr Doral FL 33166 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RESOLUTION No. 19-61

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2019-02 "PARKS, ATHLETIC FIELDS AND BIKETRAILS LANDSCAPING MAINTENANCE" TO THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH GREENSOURCE LANDSCAPE & SPORTS TURF INC. FOR THE PROVISION OF PROVIDING GROUNDS MAINTENANCE AT CITY PARKS, BIKETRAILS, AND FACILITIES, FOR AN AMOUNT NOT TO EXCEED THE TOTAL BUDGETED AMOUNT FOR GROUNDS MAINTENANCE FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS FOR A POSSIBLE TOTAL OF FIVE (5) YEARS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE NEGOTIATED WITH THE TOP RANKED FIRM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On January 14, 2019, the City advertised Request for Proposals # 2019-02 "Parks, Athletic Fields, Bike Trails Landscaping Maintenance" for the provision of providing grounds maintenance services at City Parks, Bike Trails, and Facilities; and

WHEREAS, Fifteen (15) firms attended the mandatory pre-bid meeting on January 22, 2019. Five (5) submittals were received on February 11, 2019. Two (2) submittals included pricing for Group 2 which was composed of athletic fields; and

WHEREAS, On February 25, 2019, the evaluation committee scored and ranked submittals based on a three-hundred point (300) scale. The ranking of firms is as follows.

Group 2 Scores		
Rank	Vendor	Score
1	Green Source Landscape and Sports Turf, Inc.	288
2	Tip Top Enterprises, Inc.	264

WHEREAS, staff respectfully requests approval to award RFP #2019-02 "Parks, Athletic Fields, Bike Trails Landscaping Maintenance" to the top ranked firms and authorize the City Manager to negotiate and enter into an agreement with Green Source Landscape and Sports Turf, Inc. for the provision of providing grounds maintenance services at City Parks, Bike Trails, and Facilities for a period of three (3) years with two (2) additional one (1) year renewals for a possible total of five (5) years in an amount not to exceed the budgeted amount for grounds maintenance. Staff further requests approval and authorization to allow the City Manager to negotiate and enter into an agreement with the next highest ranked firm successively if an agreement cannot be negotiated with the top ranked firms.

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 City Council hereby approves the award of RFP # 2019-02 to the top ranked firms and authorizes the City Manager to negotiate and enter into an agreement with Green Source Landscape and Sports Turf, Inc. for the provision of providing grounds maintenance services at City Parks, Bike Trails, and Facilities for a period of three (3) years with two (2) additional one (1) year renewals for a possible total of five (5) years in an amount not to exceed the budgeted amount for grounds maintenance. The City Council also authorizes the City Manager to negotiate with the next highest ranked firm successively if an agreement cannot be negotiated with the top ranked firms. The agreement is subject to approval by the City Attorney as to form and legal

sufficiency and on such other terms and conditions as may be appropriate to protect and further the interest of the City. This Authorization does not create or confer any rights to Green Source Landscape and Sports Turf, Inc. or any of the other ranked firms.

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

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

The foregoing Resolution was offered by Vice Mayor 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 Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 13 day of March, 2019.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY