

INSTALLATION SERVICES AGREEMENT

THIS INSTALLATION SERVICES AGREEMENT (the “Agreement”) is entered this 26 day of February, 2024, 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 **Sport Surfaces LLC** an active, for-profit Florida corporation whose address and principal place of business is 7011 Wilson Rd, West Palm Beach, FL (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 obtained four (4) proposals/quotes for the conversion of the existing tennis courts at Doral Glades Park into dedicated pickleball courts; and

WHEREAS, upon review of proposals received, staff determined that Contractor was the lowest most responsive proposer; and

WHEREAS, on February 14, 2024, the Mayor and City Councilmembers approved Resolution No. 24-22 authorizing the City Manager to waive formal competitive bidding requirements pursuant to Section 2-321 of the City’s Code of Ordinance, and to accept the proposal from Contractor and enter into an agreement with the Contractor for the provision of converting the tennis courts at Doral Glades Park into dedicated pickleball courts; 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. **The Contract Documents.** The documents set forth below are hereinafter collectively referred to as the “Contract Documents”, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, and by this reference shall become a part of the Agreement as though physically attached as a part thereof:

- (a) Amendments/Change Orders;
- (b) Agreement;

- (c) Contractor's proposal which is incorporated herein as Exhibit "A";
- (d) Payment form, incorporated herein as Exhibit "B";
- (e) The insurance requirements set forth and incorporated herein as Exhibit "C"; and
- (f) All other exhibits to this Agreement.

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

2. **Scope of Services/Deliverables.**

- (a) The Contractor shall provide those services as specified in Exhibit "A", which is incorporated herein and made a part hereof by this reference, inclusive of Option #1 and Option #2. 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.

3. **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 **twenty (20)** calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Contract Documents within **thirty (30)** calendar days after the date specified in the Notice to Proceed ("Final Completion"). The City Manager may extend the term of this Agreement up to an additional sixty (60) days at his sole discretion based upon the recommendation of the City's Parks & Recreation Director.
- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in this Agreement, unless extended by the City Manager. The City shall issue a written notice identifying the date the Work is deemed fully complete, which shall be the Final Completion date.
- (c) City and Contractor recognize that time is of the essence in this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified herein, plus any approved extensions thereof allowed by the City. The Contractor also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by City if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages to compensate the City, and not as a penalty for delay or as an incentive to complete on time, Contractor shall pay City **\$100.00** for each calendar day that expires after the time specified for Substantial Completion of the Work.

After Substantial Completion, if Contractor fails to fully complete the Work within the time specified for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City **\$150.00** for each calendar day that expires after the time specified for Final Completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified herein bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City's reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the Work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

- (d) Should the Substantial Completion and/or Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set above because of lack of performance by the Contractor, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the City including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.
- (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.

4. **Compensation and Payment.**

- (a) As compensation for the Work, the City agrees to pay the Contractor a fee in the amount of FIFTY-TWO THOUSAND THREE HUNDRED DOLLARS and ZERO CENTS (\$52,300.00), in accordance with Contractor's Proposal attached as **Exhibit "A"** (the "Fee") which is incorporated herein and made a part hereof by this reference.
- (b) In addition the above, there shall be a 10% contingency in this Agreement in the amount of FIVE THOUSAND TWO HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$5,230.00). Use of contingency funds must be approved by the City Manager or his/her designee in writing prior to being released.

- (c) The Contractor shall invoice the City once the Work has been completed. The invoice shall provide a detailed statement of the Work performed by Contractor for the period of time covered by the invoice. Contractor shall use the form attached hereto as **Exhibit "B"**, or such other form as may be provided by City from time to time.
- (d) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and, within fifteen (15) calendar days, the Parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within five (5) days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete.
- (e) If a dispute should occur regarding a submitted invoice, an item in the Final Punch list, or any portion of the completed Work, the City Manager may withhold payment of the disputed amount or such amount that represents the value of the disputed item in the Final Punch list or portion of the completed Work, and the City Manager may pay to the Contractor the undisputed portion of the Fee. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the disputed invoice. Within five (5) days of notice to the Contractor of the dispute/retained amount, the City and the Contractor shall work in good faith to reach a resolution as to the dispute. If a mutually agreed upon resolution cannot be reached, any compensation disputes shall be decided by the City Manager, whose decision shall be final. Any remaining undisputed and/or settled amount of the Fee shall be paid within fifteen (15) days the City Manager's final disposition.

5. **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.

6. **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.

7. **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.
- (b) Contractor agrees to have a qualified representative to audit and inspect the Work provided on a regular basis to ensure all Work is being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly.
- (c) Contractor agrees to immediately inform the City via telephone and in writing of any problems that could cause damage to the City's property, improvements and persons.
- (d) Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.
- (e) In the event that the Contractor fails to complete the Work pursuant to the terms of this Agreement and City must undertake the completion of performance of the Work, Contractor agrees to indemnify the City for all costs incurred with respect to the completion of said Work and any damages the City may suffer as a result of the Contractor's failure to perform the Work.
- (f) Contractor and its subcontractors shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be immediately remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has made final payment to Contractor.
- (g) On a daily basis during the course of the Work, Contractor shall maintain the site free of debris and dust so as to minimize any inconvenience to surrounding properties. Upon completion of the Work, Contractor shall remove all apparatus, debris, equipment, materials, and tools created or used to construct the Work, and except for the Work or as otherwise directed by the City return the site in the same condition as at the beginning of the Work.
- (h) If the Work will create any obstructions, road closures or traffic impacts, Contractor shall provide the City and surrounding property owners with no less than seventy-two (72)

hours prior notice of the anticipated or planned obstructions, road closures or traffic impacts.

8. **Defective Work**

- (a) The City or its designee shall have the authority to reject or disapprove work which is found to be defective. If defective work is found, Contractor shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. Contractor shall bear all direct and indirect costs of such removal or corrections including cost of testing laboratories and personnel.
- (b) Should Contractor fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of this Agreement within the time indicated in writing by the City Manager or its designee, the City shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by the City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, which is not cured in the cure period, the City may declare Contractor in default.
- (c) If, within two (2) years after the date of completion of Work or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision(s) of this Agreement, any of the work is found to be defective or not in accordance with this Agreement, Contractor, after receipt of written notice from the City or its designee, shall promptly correct such defective or nonconforming work within the time specified by the City without cost to the City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under this Agreement including but not limited to any claim regarding latent defects.
- (d) Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the City to final acceptance.
- (e) Where the City or its designee becomes aware of faults, defects or non-conformity in any of the work provided under this Agreement or with the work being performed by the Contractor, the City or its designee shall issue a Notice to Cure to the Contractor for correction. In no event shall the failure of the City or its designee to bring to the attention of the Contractor of such faults act as a waiver or release the Contractor from responsibility or liability for such fault, defect or non-conforming work.

9. **Warranty**

- (a) It is intended by the Parties that the City obtain the most expansive warranty services

available in the Contract Documents. Unless otherwise provided in Exhibits “A” and “B”, the Contractor’s Warranty of Work performed shall be as follows:

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

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

10. **Termination.**

(a) Termination for Cause. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Work then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor five (5) days to cure such default. If the default remains uncured after five (5) days the City may terminate this Agreement, and the City shall be entitled to payment from the Contractor in an amount equal to the actual cost of a third party to cure such failure.

- i. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

(b) Termination for Convenience by the City. The City may, for its convenience and without cause terminate the Work then remaining to be performed at any time by giving Contractor

ten (10) days written notice. Unless directed otherwise in writing by the City Manager, upon receipt of the City's written notice of intent to terminate or notice of actual termination, Contractor shall stop the Work. In the event of termination by the City, the Contractor shall be paid for all Work accepted by the City Manager up to and through the date of termination.

(c) The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data properly indexed and labeled pertaining to the Work to the City, in a hard copy and/or electronic format (as specified by the City) within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

11. **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 "C"**. The carrier of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

12. **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.

13. **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.

14. **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.

15. **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: Kathie Brooks
Interim City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Greenspoon Marder, LLP
Interim City Attorney
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

For the Contractor: Sport Surfaces, LLC
c/o David McAlpine
7011 Wilson Rd.
West Palm Beach, Florida
33413

16. **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.

17. **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.

18. **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.

19. **Public Records.**

(a) The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall:

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

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

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **Changes in the Work.**

- (a) Without invalidating the Agreement and without notice to any surety, City may, at any time or from time-to-time, order additions, deletions, or revisions in the Work by a Written Amendment or Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved.
- (b) The Fee may only be changed by a written Change Order. Any claim for an increase or decrease in the Fee shall be based on written notice of intent to claim delivered to the City promptly [but in no event later than three (3) business days after the first occurrence of the event giving rise to the amount of the claim]. Contractor shall deliver to the City a good faith estimate of the cost and time impacts caused by the claim causing event within seven (7) calendar days of the first occurrence of the event giving rise to the claim. Within seven (7) calendar days of the conclusion of the claim causing event, but no later than the Substantial Completion date, Contractor shall deliver to the City a full and complete written claim identifying all costs and time impacts that the Contractor believes should be paid due to the claim causing event and shall include full and final substantiation for all price and time adjustments. The City Manager will review the claim and make a decision on the request. The City Manager's decision will be final unless

within seven (7) calendar days of the date of the City Manager's decision the Contractor provides the City with written notice expressly stating that the Contractor disputes the decision and intends to pursue the matter via litigation. Failure by Contractor to strictly comply with the provisions of this article will result in a waiver of the claim.

32. **Subsurface Conditions**

- (a) Information shown on the Drawings and/or indicated in the Contract Documents as to the location of existing utilities and subsurface conditions has been prepared from the most reliable data available to the City. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character and depth of existing utilities. The City expressly disclaims any warranty as to the underground conditions to be encountered. The Contractor should not rely on locations, condition, or quantity of subsurface structures or conditions depicted on drawings, as the locations, condition, and quantities are approximations.

33. **Compensation for Delay.**

- (a) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS, DISRUPTION, INTERFERENCE, OR HINDRANCE (collectively "Delay"). Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to additional compensation for any Delay unless the Delay shall have been caused by acts constituting willful or intentional interference by the City with the Contractor's performance of the Work, and then only where such acts continue after Contractor's written notice to the City of such interference.

34. **E-Verify.**

- (a) The Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (b) The Contractor shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public entity may not enter into a contract unless each party

to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if the Contractor enters into a contract with a sub-Contractor, the sub-Contractor must provide the Contractor with an affidavit stating that the sub-Contractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Contractor, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its sub-Contractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. Contractor must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit "D".

35. Scrutinized Companies.

- (a) Contractor certifies that it and its sub-Contractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its Interim City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to execute same.

ATTEST:

CITY OF DORAL



Connie Diaz, MMC
City Clerk

By:  . _____
Kathie Brooks
Interim City Manager

Date: 3/17/2024

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



Greenspoon Marder, LLP
Interim City Attorney

CONTRACTOR

By:  _____

Title: Manager

Date: 2/21/24

Exhibit “A”
Sport Surfaces LLC
Proposal
and Scope of
Work



7011 Wilson Rd. West Palm Beach Fl. 33413

888-423-1120

PROPOSAL

February 2, 2024
 City of Doral
 Doral Glades Park
 7600 NW 98 PL
 Doral, FL 33178

This proposal is made by **Sports Surfaces LLC (CBC1265819)** hereinafter called the Contractor for the City of Doral hereinafter called the Customer for the conversion of two (2) tennis courts to six (6) pickleball courts with respect to the following terms and specifications:

TENNIS COURT PREPARATION:

The Contractor will pressure clean and power blow court(s) as necessary to remove loose dirt, mildew and oil.

The Contractor will patch cracks and all depressions greater than 1/8" after 1 hour drying time in sunlight.

Contractor will cut out and replace ALL root damaged rock and asphalt and replace with t, new rock and type. S-3 HMA.

Contractor will remove existing tennis net posts and footers, chip away and patch with type S-3 HMA to leave playing surface smooth and uniform.

The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

CONVERSION OF TENNIS COURT/LINES

Provide and install six (6) sets of PVC sleeves set in concrete to accommodate pickleball net posts.

Overlay entire court area with fiberglass membrane to prohibit future cracking.

(2) Coats of Laykold Acrylic Resurfacer over entire court area to fill voids and provide smooth surface.

(2) Coats of Laykold Color Concentrate (two-tone). To provide in depth color over court surface. Color Choice: **Blue playing area with Green border.**

The Contractor will locate, mark, and paint two inch wide playing lines to meet USA Pickleball specifications using white textured heavy bodied acrylic latex paint.

Contractor will provide and install six (6) sets of pickleball net posts and six (6) new pickleball nets.

PROVISIONS

The Customer agrees to a lump sum payment upon completion of the above-proposed work.

GUARANTEE/WARRANTY

The Contractor guarantees all work against defects in workmanship or materials for a **period of (2) years** from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. defective workmanship or materials. The aforementioned exclusions do not apply to those listed conditions if said conditions were caused by defective workmanship or materials. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface





7011 Wilson Rd. West Palm Beach Fl. 33413

888-423-1120

February 2, 2024

City of Doral
Doral Glades Park
7600 NW 98 PL
Doral, FL 33178

FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of

*****TWENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$28,500)*****

*All prices are in US Dollars. Prices are subject to change after ninety days. Our bid prices are based upon you providing adequate access and storage areas.

*All necessary permits included in pricing.

OPTION #1: Contractor will provide and install approximately 52LF of 4' high chainlink fence to separate North and South pickleball courts for the additional cost of \$4,200. All chainlink fence to be vinyl coated 1 3/4" tennis court fence mesh with schedule 40 top rail, 2 1/2" line poles, 3" terminal and 1 5/8" bottom rail. Fence color to be black to match existing.

ACCEPT: [] DECLINE: []

OPTION #2: Contractor will provide and install approximately 276LF of 4' high chainlink fence to separate all six pickleball courts for the additional cost of \$19,600. All chainlink fence to be vinyl coated 1 3/4" tennis court fence mesh with schedule 40 top rail, 2 1/2" line poles, 3" terminal poles and 1 5/8" bottom rail.. Fence color to be black to match existing.

ACCEPT: [] DECLINE: []

Respectfully submitted by:

David McAlpine



Exhibit “B”
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.	Less previous Application for Payments:	\$ _____
6.	DUE THIS APPLICATION (4 MINUS 5):	\$ _____

Accompanying Documentation: _____

Contractor's Certification:

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

Date

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 “C”
Insurance Requirements

EXHIBIT “C” MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

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

Coverage / Endorsements Required

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

Coverage for X, C, U Included

Waiver of Subrogation in favor of City

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

II. Business Automobile Liability (if applicable)

Limits of Liability

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

Coverage / Endorsement Required

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

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

\$1,000,000 for bodily injury caused by an accident, each accident
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

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

Waiver of Subrogation in favor of City.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

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

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

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

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

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

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

Exhibit “D”

E-Verify Affidavit

E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

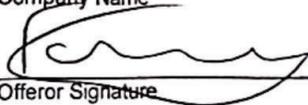
Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Sport Surfaces LLC

Company Name


Offeror Signature

2/21/24

Date

Paul Gold

Print Name

Manager

Title

26-414-3866

Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this 26 day of February, 2024.

By Paul Gold

Is personally known to me

Has produced identification (type of identification produced: _____)


Signature of Notary Public

Francy Roder.
Print or Stamp of Notary Public

08/03/2024.
Expiration Date



RESOLUTION No. 24-22

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES; APPROVING AN AGREEMENT WITH SPORTS SURFACES LLC FOR THE CONVERSION OF THE EXISTING TENNIS COURTS AT DORAL GLADES PARK INTO DEDICATED PICKLEBALL COURTS IN AN AMOUNT NOT TO EXCEED \$57,530.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT LOWEST PRICED VENDOR IF AN AGREEMENT CANNOT BE REACHED WITH SPORTS SURFACES LLC; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pickleball is a paddle game played with a baseball-sized wiffleball over a tennis-type net on a badminton-sized court; and

WHEREAS, during the August 10, 2023, City Council meeting, the Mayor and City Councilmembers passed Resolution No. 23-133 directing the City Manager to study options available to provide long-term solutions for additional pickleball courts and programming in the City; and

WHEREAS, during the November 8, 2023, City Council meeting, the Mayor and City Councilmembers were presented with options on potential dedicated pickleball courts at both Doral Central Park and Doral Glades Park, and after analyzing the options presented, the Mayor and City Councilmembers unanimously voted (5-0) to convert the existing two (2) tennis courts at Doral Glades Park into six (6) dedicated pickleball courts; and

WHEREAS, pursuant to the above direction, the Parks and Recreation Department and Capital Improvements Division sought proposals from four (4) contractors experienced and qualified to perform the scope of work required, to wit, conversion of the existing two (2) tennis courts at Doral Glades Park into six (6) dedicated pickleball courts (the "Work"); and

WHEREAS, based on the proposals received, staff has determined that the proposal received by Sports Surfaces LLC was the lowest most responsive bid; and

WHEREAS, due to the high demand of the community to provide dedicated pickleball courts, staff is respectfully requesting to waive the competitive bidding process pursuant to Section 2-321 of the City Code of Ordinances, and award the Work based upon the proposals received; and

WHEREAS, staff respectfully requests approval from the Mayor and City Councilmembers to award the Work to Sports Surfaces LLC in the amount of \$52,300.00 plus a 10% contingency (\$5,230.00) for a total amount not to exceed \$57,530.00, and to authorize the City Manager to execute said agreement, which is attached hereto as Exhibit "A"; and

WHEREAS, staff further requests approval from the Mayor and City Councilmembers to authorize the City Manager to negotiate and enter into an agreement with the next lowest priced firm successionaly if an agreement cannot be reached with Sports Surfaces LLC.

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

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

Section 2. Approval. The City Council hereby approves a waiver of competitive bidding pursuant to Section 2-321 of the City Code of Ordinances, for the conversion of the existing tennis courts at Doral Glades Park into dedicated pickleball courts.

Section 3. Authorization. The Mayor and City Councilmembers authorize the City Manager to enter into an agreement with Sports Surfaces LLC in the amount of \$52,300.00 plus a 10% contingency (\$5,230.00) for a total amount not to exceed of

\$57,530.00, in substantially the form attached hereto as Exhibit "A". The City Manager is further authorized to negotiate and enter into an agreement with the next lowest priced firm successionaly if an agreement cannot be reached with Sports Surfaces LLC in an amount not to exceed budgeted funds. Funding will be provided via the Parks and Recreation account number 102.90005.500634.

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

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

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption.

The motion was seconded by Councilmember Pineyro and upon being put to a vote, the

vote was as follows:

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

PASSED AND ADOPTED this 14 day of February, 2024.



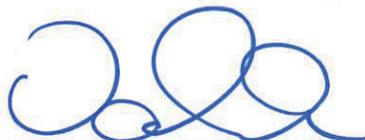
CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”

INSTALLATION SERVICES AGREEMENT

THIS INSTALLATION SERVICES AGREEMENT (the “Agreement”) is entered this ___ day of _____, 2024, 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 **Sport Surfaces LLC** an active, for-profit Florida corporation whose address and principal place of business is 7011 Wilson Rd, West Palm Beach, FL (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 obtained four (4) proposals/quotes for the conversion of the existing tennis courts at Doral Glades Park into dedicated pickleball courts; and

WHEREAS, upon review of proposals received, staff determined that Contractor was the lowest most responsive proposer; and

WHEREAS, on February 14, 2024, the Mayor and City Councilmembers approved Resolution No. _____ authorizing the City Manager to waive formal competitive bidding requirements pursuant to Section 2-321 of the City’s Code of Ordinance, and to accept the proposal from Contractor and enter into an agreement with the Contractor for the provision of converting the tennis courts at Doral Glades Park into dedicated pickleball courts; 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. **The Contract Documents.** The documents set forth below are hereinafter collectively referred to as the “Contract Documents”, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, and by this reference shall become a part of the Agreement as though physically attached as a part thereof:

- (a) Amendments/Change Orders;
- (b) Agreement;

- (c) Contractor's proposal which is incorporated herein as Exhibit "A";
- (d) Payment form, incorporated herein as Exhibit "B";
- (e) The insurance requirements set forth and incorporated herein as Exhibit "C"; and
- (f) All other exhibits to this Agreement.

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

2. **Scope of Services/Deliverables.**

- (a) The Contractor shall provide those services as specified in Exhibit "A", which is incorporated herein and made a part hereof by this reference, inclusive of Option #1 and Option #2. 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.

3. **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 **twenty (20)** calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Contract Documents within **thirty (30)** calendar days after the date specified in the Notice to Proceed ("Final Completion"). The City Manager may extend the term of this Agreement up to an additional sixty (60) days at his sole discretion based upon the recommendation of the City's Parks & Recreation Director.
- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in this Agreement, unless extended by the City Manager. The City shall issue a written notice identifying the date the Work is deemed fully complete, which shall be the Final Completion date.
- (c) City and Contractor recognize that time is of the essence in this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified herein, plus any approved extensions thereof allowed by the City. The Contractor also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by City if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages to compensate the City, and not as a penalty for delay or as an incentive to complete on time, Contractor shall pay City **\$100.00** for each calendar day that expires after the time specified for Substantial Completion of the Work.

After Substantial Completion, if Contractor fails to fully complete the Work within the time specified for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City **\$150.00** for each calendar day that expires after the time specified for Final Completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified herein bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City's reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the Work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

- (d) Should the Substantial Completion and/or Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set above because of lack of performance by the Contractor, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the City including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.
- (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.

4. **Compensation and Payment.**

- (a) As compensation for the Work, the City agrees to pay the Contractor a fee in the amount of FIFTY-TWO THOUSAND THREE HUNDRED DOLLARS and ZERO CENTS (\$52,300.00), in accordance with Contractor's Proposal attached as **Exhibit "A"** (the "Fee") which is incorporated herein and made a part hereof by this reference.
- (b) In addition the above, there shall be a 10% contingency in this Agreement in the amount of FIVE THOUSAND TWO HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$5,230.00). Use of contingency funds must be approved by the City Manager or his/her designee in writing prior to being released.

- (c) The Contractor shall invoice the City once the Work has been completed. The invoice shall provide a detailed statement of the Work performed by Contractor for the period of time covered by the invoice. Contractor shall use the form attached hereto as **Exhibit "B"**, or such other form as may be provided by City from time to time.
- (d) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and, within fifteen (15) calendar days, the Parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within five (5) days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete.
- (e) If a dispute should occur regarding a submitted invoice, an item in the Final Punch list, or any portion of the completed Work, the City Manager may withhold payment of the disputed amount or such amount that represents the value of the disputed item in the Final Punch list or portion of the completed Work, and the City Manager may pay to the Contractor the undisputed portion of the Fee. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the disputed invoice. Within five (5) days of notice to the Contractor of the dispute/retained amount, the City and the Contractor shall work in good faith to reach a resolution as to the dispute. If a mutually agreed upon resolution cannot be reached, any compensation disputes shall be decided by the City Manager, whose decision shall be final. Any remaining undisputed and/or settled amount of the Fee shall be paid within fifteen (15) days the City Manager's final disposition.

5. **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.

6. **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.

7. **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.
- (b) Contractor agrees to have a qualified representative to audit and inspect the Work provided on a regular basis to ensure all Work is being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly.
- (c) Contractor agrees to immediately inform the City via telephone and in writing of any problems that could cause damage to the City's property, improvements and persons.
- (d) Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.
- (e) In the event that the Contractor fails to complete the Work pursuant to the terms of this Agreement and City must undertake the completion of performance of the Work, Contractor agrees to indemnify the City for all costs incurred with respect to the completion of said Work and any damages the City may suffer as a result of the Contractor's failure to perform the Work.
- (f) Contractor and its subcontractors shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be immediately remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has made final payment to Contractor.
- (g) On a daily basis during the course of the Work, Contractor shall maintain the site free of debris and dust so as to minimize any inconvenience to surrounding properties. Upon completion of the Work, Contractor shall remove all apparatus, debris, equipment, materials, and tools created or used to construct the Work, and except for the Work or as otherwise directed by the City return the site in the same condition as at the beginning of the Work.
- (h) If the Work will create any obstructions, road closures or traffic impacts, Contractor shall provide the City and surrounding property owners with no less than seventy-two (72)

hours prior notice of the anticipated or planned obstructions, road closures or traffic impacts.

8. **Defective Work**

- (a) The City or its designee shall have the authority to reject or disapprove work which is found to be defective. If defective work is found, Contractor shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. Contractor shall bear all direct and indirect costs of such removal or corrections including cost of testing laboratories and personnel.
- (b) Should Contractor fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of this Agreement within the time indicated in writing by the City Manager or its designee, the City shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by the City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, which is not cured in the cure period, the City may declare Contractor in default.
- (c) If, within two (2) years after the date of completion of Work or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision(s) of this Agreement, any of the work is found to be defective or not in accordance with this Agreement, Contractor, after receipt of written notice from the City or its designee, shall promptly correct such defective or nonconforming work within the time specified by the City without cost to the City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under this Agreement including but not limited to any claim regarding latent defects.
- (d) Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the City to final acceptance.
- (e) Where the City or its designee becomes aware of faults, defects or non-conformity in any of the work provided under this Agreement or with the work being performed by the Contractor, the City or its designee shall issue a Notice to Cure to the Contractor for correction. In no event shall the failure of the City or its designee to bring to the attention of the Contractor of such faults act as a waiver or release the Contractor from responsibility or liability for such fault, defect or non-conforming work.

9. **Warranty**

- (a) It is intended by the Parties that the City obtain the most expansive warranty services

available in the Contract Documents. Unless otherwise provided in Exhibits “A” and “B”, the Contractor’s Warranty of Work performed shall be as follows:

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

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

10. **Termination.**

(a) Termination for Cause. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Work then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor five (5) days to cure such default. If the default remains uncured after five (5) days the City may terminate this Agreement, and the City shall be entitled to payment from the Contractor in an amount equal to the actual cost of a third party to cure such failure.

- i. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

(b) Termination for Convenience by the City. The City may, for its convenience and without cause terminate the Work then remaining to be performed at any time by giving Contractor

ten (10) days written notice. Unless directed otherwise in writing by the City Manager, upon receipt of the City's written notice of intent to terminate or notice of actual termination, Contractor shall stop the Work. In the event of termination by the City, the Contractor shall be paid for all Work accepted by the City Manager up to and through the date of termination.

(c) The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data properly indexed and labeled pertaining to the Work to the City, in a hard copy and/or electronic format (as specified by the City) within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

11. **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 "C"**. The carrier of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

12. **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.

13. **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.

14. **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)

For the Contractor: Sport Surfaces, LLC
c/o David McAlpine
7011 Wilson Rd.
West Palm Beach, Florida
33413

16. **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.

17. **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.

18. **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.

19. **Public Records.**

(a) The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall:

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

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

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **Changes in the Work.**

- (a) Without invalidating the Agreement and without notice to any surety, City may, at any time or from time-to-time, order additions, deletions, or revisions in the Work by a Written Amendment or Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved.
- (b) The Fee may only be changed by a written Change Order. Any claim for an increase or decrease in the Fee shall be based on written notice of intent to claim delivered to the City promptly [but in no event later than three (3) business days after the first occurrence of the event giving rise to the amount of the claim]. Contractor shall deliver to the City a good faith estimate of the cost and time impacts caused by the claim causing event within seven (7) calendar days of the first occurrence of the event giving rise to the claim. Within seven (7) calendar days of the conclusion of the claim causing event, but no later than the Substantial Completion date, Contractor shall deliver to the City a full and complete written claim identifying all costs and time impacts that the Contractor believes should be paid due to the claim causing event and shall include full and final substantiation for all price and time adjustments. The City Manager will review the claim and make a decision on the request. The City Manager's decision will be final unless

within seven (7) calendar days of the date of the City Manager's decision the Contractor provides the City with written notice expressly stating that the Contractor disputes the decision and intends to pursue the matter via litigation. Failure by Contractor to strictly comply with the provisions of this article will result in a waiver of the claim.

32. **Subsurface Conditions**

- (a) Information shown on the Drawings and/or indicated in the Contract Documents as to the location of existing utilities and subsurface conditions has been prepared from the most reliable data available to the City. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character and depth of existing utilities. The City expressly disclaims any warranty as to the underground conditions to be encountered. The Contractor should not rely on locations, condition, or quantity of subsurface structures or conditions depicted on drawings, as the locations, condition, and quantities are approximations.

33. **Compensation for Delay.**

- (a) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS, DISRUPTION, INTERFERENCE, OR HINDRANCE (collectively "Delay"). Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to additional compensation for any Delay unless the Delay shall have been caused by acts constituting willful or intentional interference by the City with the Contractor's performance of the Work, and then only where such acts continue after Contractor's written notice to the City of such interference.

34. **E-Verify.**

- (a) The Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (b) The Contractor shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public entity may not enter into a contract unless each party

to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if the Contractor enters into a contract with a sub-Contractor, the sub-Contractor must provide the Contractor with an affidavit stating that the sub-Contractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Contractor, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its sub-Contractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. Contractor must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit "D".

35. Scrutinized Companies.

- (a) Contractor certifies that it and its sub-Contractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its Interim City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to execute same.

ATTEST:

CITY OF DORAL

Connie Diaz, MMC
City Clerk

By: _____
Francisco Rios
Interim City Manager

Date: _____

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

Valerie Vicente, Esq. for
Nabors, Giblin & Nickerson, P.A.
City Attorney

CONTRACTOR

By: _____

Title: _____

Date: _____

Exhibit “A”
Sport Surfaces LLC
Proposal and
Scope of Work



7011 Wilson Rd. West Palm Beach Fl. 33413

888-423-1120

PROPOSAL

February 2, 2024
 City of Doral
 Doral Glades Park
 7600 NW 98 PL
 Doral, FL 33178

This proposal is made by **Sports Surfaces LLC (CBC1265819)** hereinafter called the Contractor for the City of Doral hereinafter called the Customer for the conversion of two (2) tennis courts to six (6) pickleball courts with respect to the following terms and specifications:

TENNIS COURT PREPARATION:

The Contractor will pressure clean and power blow court(s) as necessary to remove loose dirt, mildew and oil.

The Contractor will patch cracks and all depressions greater than 1/8" after 1 hour drying time in sunlight.

Contractor will cut out and replace ALL root damaged rock and asphalt and replace with t, new rock and type. S-3 HMA.

Contractor will remove existing tennis net posts and footers, chip away and patch with type S-3 HMA to leave playing surface smooth and uniform.

The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

CONVERSION OF TENNIS COURT/LINES

Provide and install six (6) sets of PVC sleeves set in concrete to accommodate pickleball net posts.

Overlay entire court area with fiberglass membrane to prohibit future cracking.

(2) Coats of Laykold Acrylic Resurfacer over entire court area to fill voids and provide smooth surface.

(2) Coats of Laykold Color Concentrate (two-tone). To provide in depth color over court surface. Color Choice: **Blue playing area with Green border.**

The Contractor will locate, mark, and paint two inch wide playing lines to meet USA Pickleball specifications using white textured heavy bodied acrylic latex paint.

Contractor will provide and install six (6) sets of pickleball net posts and six (6) new pickleball nets.

PROVISIONS

The Customer agrees to a lump sum payment upon completion of the above-proposed work.

GUARANTEE/WARRANTY

The Contractor guarantees all work against defects in workmanship or materials for a **period of (2) years** from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. defective workmanship or materials. The aforementioned exclusions do not apply to those listed conditions if said conditions were caused by defective workmanship or materials. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface





7011 Wilson Rd. West Palm Beach Fl. 33413

888-423-1120

February 2, 2024

City of Doral
Doral Glades Park
7600 NW 98 PL
Doral, FL 33178

FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of

*****TWENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$28,500)*****

*All prices are in US Dollars. Prices are subject to change after ninety days. Our bid prices are based upon you providing adequate access and storage areas.

*All necessary permits included in pricing.

OPTION #1: Contractor will provide and install approximately 52LF of 4' high chainlink fence to separate North and South pickleball courts for the additional cost of \$4,200. All chainlink fence to be vinyl coated 1 3/4" tennis court fence mesh with schedule 40 top rail, 2 1/2" line poles, 3" terminal and 1 5/8" bottom rail. Fence color to be black to match existing.

ACCEPT: [] DECLINE: []

OPTION #2: Contractor will provide and install approximately 276LF of 4' high chainlink fence to separate all six pickleball courts for the additional cost of \$19,600. All chainlink fence to be vinyl coated 1 3/4" tennis court fence mesh with schedule 40 top rail, 2 1/2" line poles, 3" terminal poles and 1 5/8" bottom rail.. Fence color to be black to match existing.

ACCEPT: [] DECLINE: []

Respectfully submitted by:

David McAlpine



Exhibit “B”
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.	Less previous Application for Payments:	\$ _____
6.	DUE THIS APPLICATION (4 MINUS 5):	\$ _____

Accompanying Documentation: _____

Contractor's Certification:

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

Date

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 “C”
Insurance Requirements

EXHIBIT “C” MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

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

Coverage / Endorsements Required

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

Coverage for X, C, U Included

Waiver of Subrogation in favor of City

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

II. Business Automobile Liability (if applicable)

Limits of Liability

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

Coverage / Endorsement Required

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

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

\$1,000,000 for bodily injury caused by an accident, each accident
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

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

Waiver of Subrogation in favor of City.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

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

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

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

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

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

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

Exhibit “D”

E-Verify Affidavit

E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security’s E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Company Name

Offeror Signature

Date

Print Name

Title

Federal Employer Identification Number (FEIN)

Notary Public Information

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

By _____

Is personally known to me

Has produced identification (type of identification produced: _____)

Signature of Notary Public

Print or Stamp of Notary Public

Expiration Date