

INSTALLATION SERVICES AGREEMENT

THIS INSTALLATION SERVICES AGREEMENT (the "Agreement") is entered this 1 day of AUGUST, 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 **Castellon Services and Development** an active, for-profit Florida corporation whose address and principal place of business is 7790 NW 55th Street, Doral, Florida 33166 (the "Contractor"). The City and Contractor may be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 12, 2024, the Mayor and City Councilmembers approved Resolution No. 24-152 approving a contract amendment titled "Public Art Installation Agreement" with Nelson Gonzalez for the "Migrante" sculpture. This approval included the authorization for the City to assume responsibility for deliver, insurance, and installation of the "Migrante" sculpture to include but not limited to all required engineering and permitting to complete the installation of the sculpture at Doral Legacy Park; and

WHEREAS, Resolution No. 24-152 also approved the waiving of competitive bid requirements and authorized the City Manager to enter into an agreement with a structural and installation consultant(s); and

WHEREAS, the consultant identified as part of this approval is Castellon Services and Development which provided a proposal for the required work; 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 "C";
- (e) The insurance requirements set forth and incorporated herein as Exhibit "D"; 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. Contractor shall be responsible for design, engineering, permitting, delivery, insurance, and installation including but not limited to 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-five (25)** 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-five (35)** 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 EIGHTY-FIVE THOUSAND ONE HUNDRED FOURTEEN DOLLARS and ZERO CENTS (\$85,114.00), in accordance with Contractor's Proposal attached as **Exhibit "A"** (the "Fee") and further detailed in **Exhibit "B"** which is incorporated herein and made a part hereof by this reference. Payments to Contractor shall be made in proportion to Work performed.
- (b) In addition the above, there shall be a 10% contingency in this Agreement in the amount of EIGHT THOUSAND FIVE HUNDRED ELEVEN DOLLARS AND ZERO CENTS (\$8,511.00). 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 "C"**, 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 "D"**. The carrier of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

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

With a Copy to: Lorenzo Cobiella
 Gastesi, Lopez & Mestre, PLLC
 City Attorney
 City of Doral
 8401 NW 53rd Terrace
 Doral, FL 33166

For the Contractor: Castellon Services and Development
7790 NW 55th Street
Doral , Florida 33166

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 "E".

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: _____
Rey Valdes
City Manager

9/17/2024

Date: _____

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



Lorenzo Cobiella
Gastesi, Lopez & Mestre, PLLC
City Attorney

CONTRACTOR



By: _____
Title: President

Date: 07/30/24

Exhibit “A”
Castellon Services
and Development
Proposal



Castellon Services and Development

7790 Northwest 55th Street | Doral, Florida 33166
7865397557 | kaleb@castellonservices.com | www.castellonservices.com

RECIPIENT:

City Of Doral

11400 Northwest 82nd Street
Doral, Florida 33178
Phone: +1 (786) 246-8084

Estimate #125839

Sent on	Jun 04, 2024
Total	\$85,114.00

Product/Service	Description	Qty.	Unit Price	Total
-----------------	-------------	------	------------	-------

Valued Thumbtack Customer

Thank You for Being the Best Part of Castellon Services "Our Valued Customer."

Castellon Services is Pleased to Submit Our Proposal to Provide all Labor, Materials, and Insurances Required for This Project.

Castellon Services is Available to Start This Project Immediately After Customer Approval.

Castellon Services Will Make Sure to Work in a Cleanly Professional Manner at All Times to Guarantee a Successful Project.

We Assure You That We Will Put 100% of Our Efforts and Use Our 15 Years Plus of Experience and Knowledge to Complete This New Project in a Workmanlike Professional Manner.

Castellon Services Will at All Times Work Reflecting Standard Industry Regulations and Practices. Also, Always Following the City Statute Codes and State Safety Regulations.

If You Have Any Questions or Concerns, Please Feel Free to Contact Sincerely,

Kaleb C.
7865397557
Project Manager
Castellon Services



Castellon Services and Development

7790 Northwest 55th Street | Doral, Florida 33166
 7865397557 | kaleb@castellonservices.com | www.castellonservices.com

Product/Service	Description	Qty.	Unit Price	Total
Migrant Monument Sculpture	<p>*Scope of Work: Castellon Services proposes to engineer and fabricate Migrant Monument sculpture foundation, and install the sculpture onto foundation according to the below specifications. Pricing does not include storage or delivery of sculpture to job site in Doral, FL.</p> <p>ENGINEERING & SITE PLANS Includes: Stamped/Sealed Site Plan showing setbacks and location of art sculpture on the property. 3D Model of foundation to be used for engineering drawings. Generate/Calculate Loads (gravity and wind per location). Perform calculations to engineer the new foundation to accommodate the sculpture and the anchorage of sculpture to foundation. Prepare construction documents (drawings and specifications) detailing the foundation sculpture anchorage to the foundation. Foundation construction documents will be signed and sealed by a Professional Structural Engineer registered in the State of Florida.</p> <p>FOUNDATION Includes: Permitting, Electrical - QTY (6) Lights embedded in concrete, materials, disconnects, wire, and transformers. Structural Forms, concrete, steel, grading, dirt fill. All work performed by our licensed General Contractor.</p>	1	\$80,330.00	\$80,330.00
Insurance	<p>We propose BELLWETHER INSURANCE GROUP LLC 225 SE 15TH TERRACE DEERFIELD BEACH, FL 33441 as a primary insurance Quote # 60602158</p>	1	\$3,684.00	\$3,684.00
Delivery	<p>Pick up From STORAGE Piece. Address: 8501 NW 17th St Ste 102. Bay Doors 29-39. Doral, FL 33126</p> <p>To the installation address. Legacy Park. 11400 NW 82nd St, Doral, FL 33178</p>	1	\$1,100.00	\$1,100.00
Safety Precaution(s)	<ul style="list-style-type: none"> • All Employees Will Wear Identifiable Company Uniforms. • Safety Helmets, Safety Glasses, Work Boots, and Gloves. • Working Area Will Have Cones and Caution Tape to Restrict Access Were Needed. • Warning Signs Will Be Placed Were Needed. • Supervisor On Site. 			



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7865397557 | kaleb@castellonservices.com | www.castellonservices.com

Product/Service	Description	Qty.	Unit Price	Total
-----------------	-------------	------	------------	-------

Agreement Section

*Each Person Signing This Agreement Represents and Warrants That He or She is Duly Authorized and Has Legal Capacity to Execute and Deliver This Agreement. Each Party Represents and Warrants to the Other That the Execution and Delivery of the Agreement Binding on Such Party and Enforceable in Accordance With its Terms.

BY PURCHASER: Owner / Agent

Print:

Title:

Signature:

Date:

BY Castellon Service, Corp:

Print:

Title:

Signature:

Date:

Payment Term(s)

- 1st Payment Upon Signing of Contract %25
- 2nd Payment Upon starting project %25
- 3th Payment upon half completion project %25
- 4th Payment upon completion Project %25



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Product/Service	Description	Qty.	Unit Price	Total
Transaction Fee(s) That May Apply	<p>Payment Options Available:</p> <p>1. Bank transfer (ACH) There will be an Added-on Cost of 1% per transaction to Final Price Proposed on This Proposal.</p> <p>2. Visa, MasterCard, or Amex There Will Be an Added-on Cost of 2.9% + 30¢ / Per Transaction to Final Price Proposed on This Proposal.</p> <p>*Note: Checks Can Be Made Payable to: Castellon Services Corp. Address: 7790 NW 55th Street Suite# 2 Doral, Florida 33166</p>			
Financing Options Available	<p>*Castellon Services is Pleased to Offer Financing Available for Your Project.</p> <p>Please Contact Kaleb at 786-539-7557 If You Would Like More Information About This Option.</p>			

Total **\$85,114.00**

This quote is valid for the next 30 days, after which values may be subject to change.

FLORIDA'S CONSTRUCTION LIEN LAW ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR



Castellon Services and Development

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Notes Continued...

PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH AWRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAWS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

1. Castellon Services warrants that its labor will be performed in accordance with standard practices. This labor warranty is only available to the original Purchaser and is not transferable to any other individual or entity. The exclusive warranty for all materials used is solely that of the manufacturer of said materials. CASTELLON SERVICES OFFERS NEITHER EXPRESS NOR IMPLIED WARRANTIES FOR THE MATERIALS USED NOR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR SAID MATERIALS. WARRANTIES are void immediately after the passing of a named storm unless a written request is made by the purchaser at his or her expense within ten (10) days. Example of storm: Hurricane Katrina, Hurricane Irma, etc.
2. Deviations from the specifications herein will become an extra charge over and above what has been agreed to herein. The Purchaser agrees to an extra charge if a double roof is found. If material costs increase after the execution of this contract, the Purchaser agrees to pay such increased costs up to a maximum of 10% of the contract price. If the parties fail to agree on the amount of the extra charge(s) or to a material cost increase in excess of 10% of the contract price, either party may cancel this contract. If the contract is canceled for failure to agree on extra charges or increased material costs, the Purchaser shall be responsible for the costs of all materials (whether installed or not) plus half the amount of the total contract price as the agreed-upon necessary and reasonable cost of the labor that has already been expended on the job.
3. Castellon Services is not liable for any delays, including but not limited to those due to strikes, accidents, acts of God, or any event beyond Castellon Services' control. The Purchaser is solely responsible for, and shall have insurance against, all losses due to fire, vandalism, theft, storms, acts of God, and any other event that can damage and/or cause losses to materials at the job site and/or for any damages caused by materials at the job site to the Purchaser's property and/or the property of others. The Purchaser indemnifies Castellon Services against all losses resulting from the same Castellon Services will exercise reasonable care when performing the work, but reroofing involves demolition (among other things) and, therefore, Castellon Services is not liable for any damage to pools, gutters, sidewalks, foliage, awnings, screening, chattel, pipes, sprinkler systems, septic systems, electrical wiring, outdoor accent lights, gardens, and/or cables (including TV cable, satellite systems, and satellite dishes) wherever these items may be located. Castellon Services is not liable for any water damage, tar leakage, paint damage, or any consequential damages wherever, whenever, or why they shall occur. Castellon Services is not liable for any damage done to the roof by any individual not in Castellon Services' employ. Castellon Services is unconditionally not liable for any consequential damages wherever, whenever, or why they shall occur. In no case shall Castellon Services' total liability for any damages, in the aggregate, exceed the cost of this contract. The Purchaser is responsible for giving information to Castellon Services as to the location of any septic tank.
4. Purchaser understands that Castellon Services prioritizes the project it is working on using its sole and arbitrary judgment as to a job's urgency. This triaging may result in a wait to begin Purchaser's roof work that is in excess of 220 days. Purchaser agrees with this wait policy and holds Castellon Services absolutely harmless from any harm or inconvenience which may result from Purchaser waiting for Castellon Services to pull a permit and/or begin the job. If Purchaser cancels this contract from the time of signing but prior to the roof dry-in being completed, Purchaser agrees to pay, as the minimum reasonable remuneration for whatever time and labor Castellon Services has expended, 1/3 of the total amount of this contract plus all materials costs incurred by Castellon Services. If Purchaser cancels after the roof dry-in is completed, the amount owed by Purchaser shall be the amount specified in the Payment Schedule (to cover Castellon Services' reasonable remuneration for time and labor) plus all materials and other costs incurred by Castellon Services. The maximum obligation of Purchaser to Castellon Services shall not exceed the agreed upon contract price. In addition to a notice of cancellation, the Purchaser shall be deemed to have cancelled this contract by refusing to cooperate with Castellon Services resulting in Castellon Services' temporary or permanent inability to perform the work or by Purchaser not making a payment when it is due. Purchaser unequivocally agrees that in case of a cancellation, the liquidated damages are difficult to ascertain, and that the amount computed as due herein is a completely equitable. The parties agree that the damages for a cancellation are not disproportionate to the damages that would reasonably be expected to follow from a breach or cancellation. This liquidated damage calculation was placed herein so as to induce full performance of this agreement.
5. If Purchaser does not make any payment when due or prevents Castellon Services from performing, at its sole and arbitrary option, Castellon Services may deem the Contract cancelled or may immediately demobilize and cease all work until the account is brought current or the condition preventing Castellon Services from performing is corrected. Any costs for the demobilization and/or remobilization shall be deemed an extra charge over and above what has been agreed to in this contract. Any costs for the demobilization and remobilization shall be due prior to the remobilization.
6. Purchaser shall provide the right of ingress and egress, including obtaining permission from the owner(s) of neighboring properties that



Castellon Services and Development

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7865397557 | kaleb@castellonservices.com | www.castellonservices.com

Notes Continued...

must be used to provide access for workers and/or machinery. Purchaser completely indemnifies Castellon Services from every claim resulting from ingress and/or egress. Purchaser shall provide all water and electricity needed to complete the job.

7. In addition, permits must remain posted until the final inspection is completed. A \$50.00 reinspection fee will be charged to the property owner if the inspection card is removed prior to the final inspection.

8. Upon acceptance of this contract, the purchaser shall remit the first payment. The second payment shall be remitted in accordance with the payment schedule. Upon completion of the work, the purchaser shall immediately remit all remaining amounts due. If the purchaser breaches the contract, they shall immediately make the appropriate scheduled payment(s) due. The purchaser shall not withhold final payment pending any municipal or county inspection, but Castellon Services will participate in any such inspection. At the time of receipt of final payment, the purchaser will be provided with a written release of lien from any person or company that has provided the purchaser with a "notice to owner." Payments shall be deemed received when they have cleared Castellon Services' bank account. Castellon Services may deposit checks without regard to any accompanying writing with the check or any notation on the check, as such writings and notations shall be non-binding on Castellon Services. Time is of the essence with regard to all payments. When interpreting this contract, the terms and/or conditions shall not be more strictly construed against either party. Should any provision of this contract be found unenforceable, all remaining provisions shall continue to be in effect. Facsimiles, photocopies, and electronic reproductions of this contract shall have the same dignity as an original for any legal proceeding. Castellon Services' waiver of any breach of this agreement shall not be considered a waiver of any subsequent breach, and no course of conduct shall alter the terms of this contract.

9. If Purchaser fails to pay any amount when due, all costs of collecting and enforcing this contract, including attorneys' fees (whether litigation occurs or not), shall be borne by Purchaser. If Purchaser fails to make any payment in full when due, Castellon Services may file a lien against the property. If a lien is filed, the Purchaser shall pay an additional \$350.00 for the lien's preparation and filing. Any outstanding balance, not paid immediately, shall bear an interest rate of 18% annually. This interest rate shall continue post-judgment. It is a bargained position between the parties, without which Castellon Services would not have entered this contract, that the parties waive their right to a trial by jury regarding any matter arising directly or indirectly from this contract or between the parties. The parties agree that the State Court of Florida shall be the original and exclusive venue for any matter between them. In addition to the remedies contained herein, Castellon Services may also exercise any remedy in law or equity. The choice of remedy shall not be to the exclusion of any other remedy; rather, Castellon Services' remedies shall be cumulative. All changes to this contract are only valid if done in writing and signed by all parties. Except for the written provisions contained herein, no other representations written elsewhere or made orally have been relied on by the parties and are thus of no effect.

Signature: _____ Date: _____

Exhibit “B”
Schedule of Values

“Character,
Integrity and
Dynamic,
Solid Work”.



CASTELLON SERVICES
and DEVELOPMENT

Our company has been in business for over 15+ years. We are committed to excellence and great customer satisfaction. Castellon Services and Development projects include all new construction, interior or exterior renovations, concrete repair replace and installation, asphalt repair and replacement, trees and roofing. Castellon Services and Development specializes in many other services as well and wants to thank you for choosing us with your estimate process.

Proposal



Schedule of Values

Project Migrant Monument Sculpture

- General Conditions and Mobilization- \$12,767.10
- Insurance- \$3,684
- Monument Pick-up and Delivery- \$1,100
- Allowance-\$3,378.25
- Preparing Area: Excavation, Foundation and Installment as Per Plan
 - Preparing area and excavation -\$16,890.72
 - Foundation (structural and electrical) -\$33,781.35
 - Instalment (structural and electrical) -\$13,512.58
- Overall Project Expense- \$85,114

Proposal



July 11, 2024

Approved By:

A handwritten signature in black ink, appearing to read 'C. Castellon', written over a horizontal line.

C. Castellon
Castellon Services

Accepted By:

Customer Signature

Exhibit “C”
Payment Form

Application For Payment No. _____

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

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	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 “D”
Insurance Requirements

EXHIBIT “D” 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 “E”

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.

Castellon Services Corp

Company Name

 9/10/2024

Offeror Signature Date

Carlos Castellon VP

Print Name Title

815473859

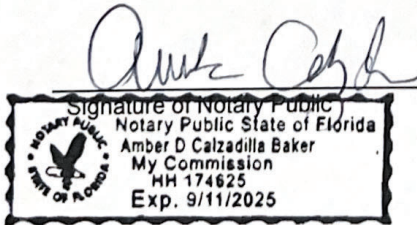
Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this 10 day of September, 2024.

By Carlos Castellon

- Is personally known to me
- Has produced identification (type of identification produced: DRIVERS License)



Print or Stamp of Notary Public

9/11/2025

Expiration Date

RESOLUTION No. 24-152

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A CONTRACT AMENDMENT TITLED “PUBLIC ART INSTALLATION AGREEMENT” WITH NELSON GONZALEZ FOR THE “MIGRANTE” SCULPTURE; APPROVING ASSUMPTION OF DELIVERY, INSURANCE, AND INSTALLATION OBLIGATIONS BY THE CITY; WAIVING COMPETITIVE BID REQUIREMENTS; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH A STRUCTURAL AND INSTALLATION CONSULTANT(S); AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 15, 2015, pursuant to Ordinance No. 2015-09, the Mayor and City Council of the City of Doral (the “City”) enacted the City’s Public Arts Program to further enhance the aesthetic character of the City’s built environment and cultural enrichment of the community; and

WHEREAS, on September 8, 2021, the Mayor and the City Council adopted Resolution No. 21-201 authorizing Call to Artists No. 2021-01, and expenditure of up to three-hundred thousand dollars (\$300,000.00) to be used for design services, commissioning, acquisition, and installation of works of art; and

WHEREAS, the Public Arts Program Advisory Board found the proposed work of art as proposed by Nelson Gonzalez, titled “Migrante,” a description which is attached in “Exhibit A,” to be in accordance with the intent and selection criteria set forth in section 75-105 of the City’s Code and recommends approval of the proposal; and

WHEREAS, funding for the selected work of art is available in the Public Art Program Fund, Account No. 110.40005.500652; and

WHEREAS, the artist has requested that the City assist with cost over-runs on the original contractual price; and

WHEREAS, the Mayor and City Council finds it necessary to assume control of the delivery, permitting, and installation of the art work, and

WHEREAS, the Mayor and City Council finds that the adoption of this resolution is in the best interest of the health, safety and welfare of the residents and citizens of the City of Doral.

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

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

Section 2. Approval. The Mayor and City Council hereby authorize the City Manager to enter a contract amendment of the "Public Art Installation Agreement" with Nelson Gonzalez for the assumption of delivery, insurance, and final installation of the "Migrante" work of art, including authorizing the \$85,114, plus a 10% contingency (\$8,511) for delivery, insurance, and installation by the City. The City Manager is authorized to enter into an agreement with structural and installation consultant(s). The City Manager is further authorized to waive competitive bid requirements.

Section 3. Authorization. The City Manager is authorized to execute the work order and expend budgeted funds on behalf of the City.

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 provisions of this Resolution.

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

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Councilmember Porras 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 12 day of June, 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:

GASTESI, LOPEZ & MESTRE, PLLC
CITY ATTORNEY
Lozano Caballe

EXHIBIT "A"

MIGRANTE

February 7, 2022

Distinguished members of the Public Art Advisory Board,
It is a pleasure for Oranjestad-Aruba Sister Cities Association to consign this proposal for participation in the OPEN CALL for public art in the City of Doral.

Our organization represents Aruban Artist; Nelson Gonzalez, who in conjunction with our nonprofit organization, NOXTAK and Zyscovich Architects, formed a professional alliance to consolidate this proposal.

It is a pleasure to consign our proposal in two PDF formats:
PDF Format 1. Downloadable through this link <https://we.tl/t-QbKcEiq4UP>
It contains everything related to the monument.
PDF Format 2. Attached to this email.
It contains all the administrative aspects and annexes requested.

Cordially,

Contact.
Mr. Ralph Romsom
+1 786-331 9948
E: contact@oranjestad-aruba.org



ZYSCOVICH



Coverage plan

- 1.- MIGRANTE Concept Monument
- 2.- Research and Design of the Monument
- 3.- Construction of the Monument
- 4.- Creation of the monument's digital identity
- 5.- Website and social networks
- 6.- Idea and Concept "World Migrant Day" commemoration in Doral.

MIGRANTE

Sale price

USD. 275,000.00

Two hundred and seventy-five thousand U.S. dollars

Descriptions

1.- MIGRANT Concept Monument

The artist Nelson Gonzalez, conducted a series of interviews, visits to the city of Doral to familiarize the idea and create his proposal.

2.- Research and Design of the Monument

The artist carried out processes known as Inburgering Art Doral-Aruba for the creation of the proposal of this Monument. From paper sketches, clay prototypes, to a 3D design that is presented today as an aesthetic, technical, and construction guide for the Monument.

3.- Construction of the Monument

A local company will be appointed for the construction of the monument. Several Construction companies in Doral were approached for their feedback which has been documented. We, as a consortium, are responsible for ensuring that the corresponding protocols of materials, structure, according to the corresponding advisories are complied with.

4.- Creation of MIGRANTE digital identity.

To create links between the community and the monument, we propose to create a digital identity that links it with the Doral City as the monument is being constructed. In addition to creating socialization and awareness campaigns of its relationship with the city and the proposed site.

5.- Idea and Concept "World Migrant Day".

Proposing a monument goes beyond the design of the piece, it is to be able to put into function a series of parallel activities that give meaning to this object that comes to life with the participation and interaction of the citizens. That is why we propose simultaneously the celebration of the world day of the migrant with activities that help to relate the monument and other forms of learning such as art workshops, talent contests, etc.

We estimate the duration of the construction of MIGRANTE to take approximately 3 months after its approval by the Planning and Zoning department.

Contact.

Mr. Ralph Romsom

+1 786-331 9948

E: contact@oranjestad-aruba.org



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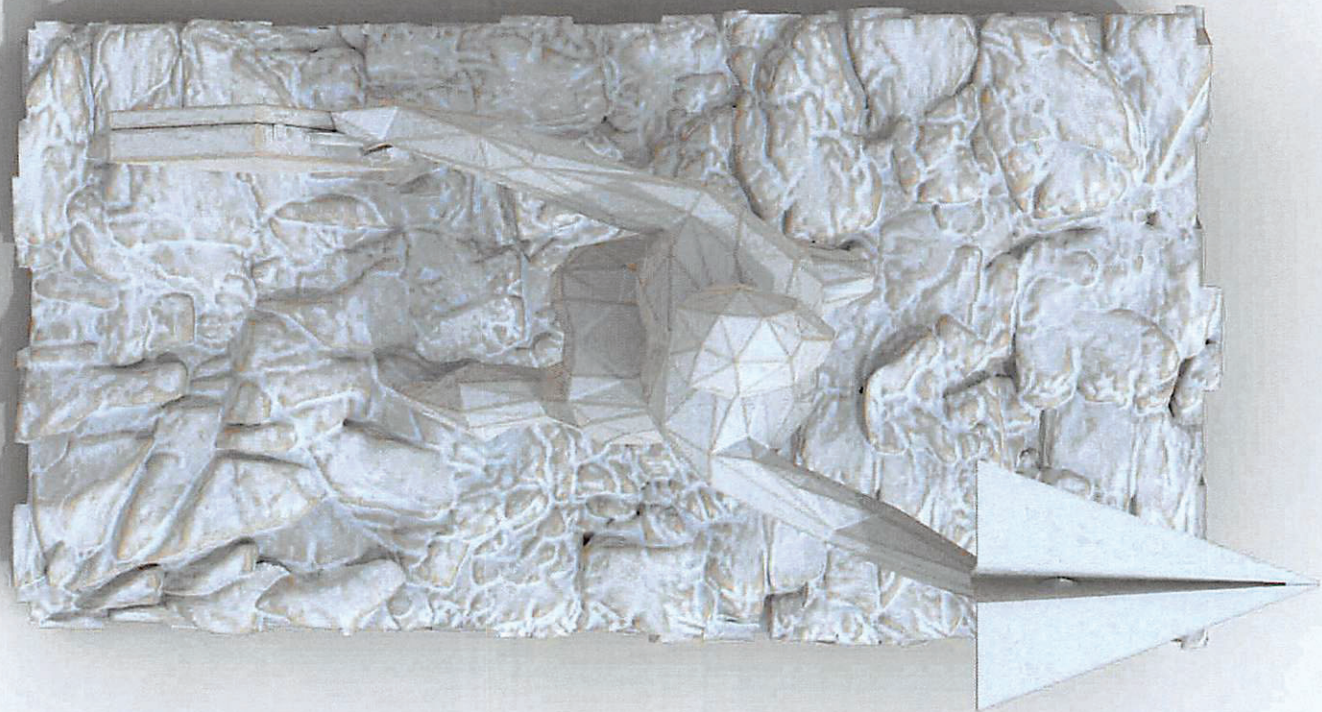


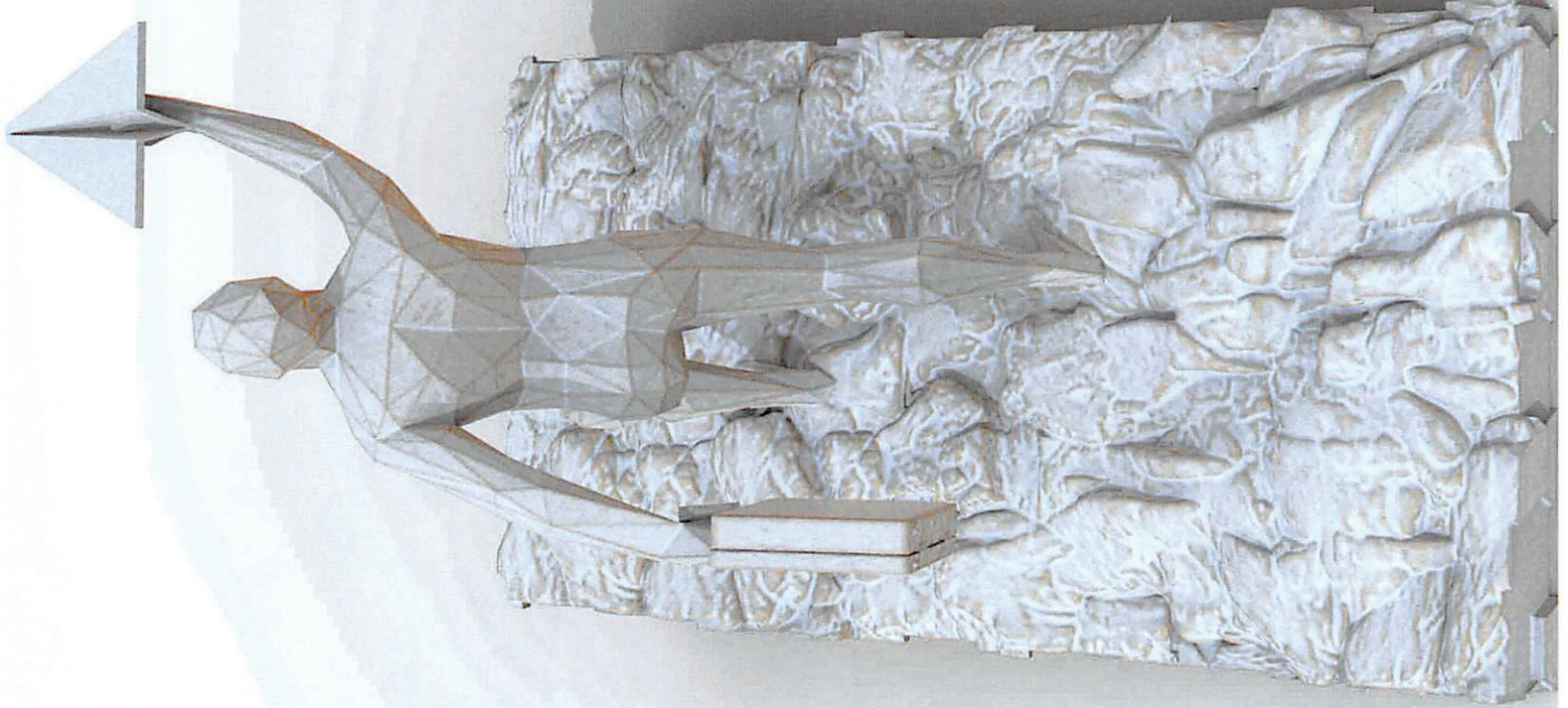


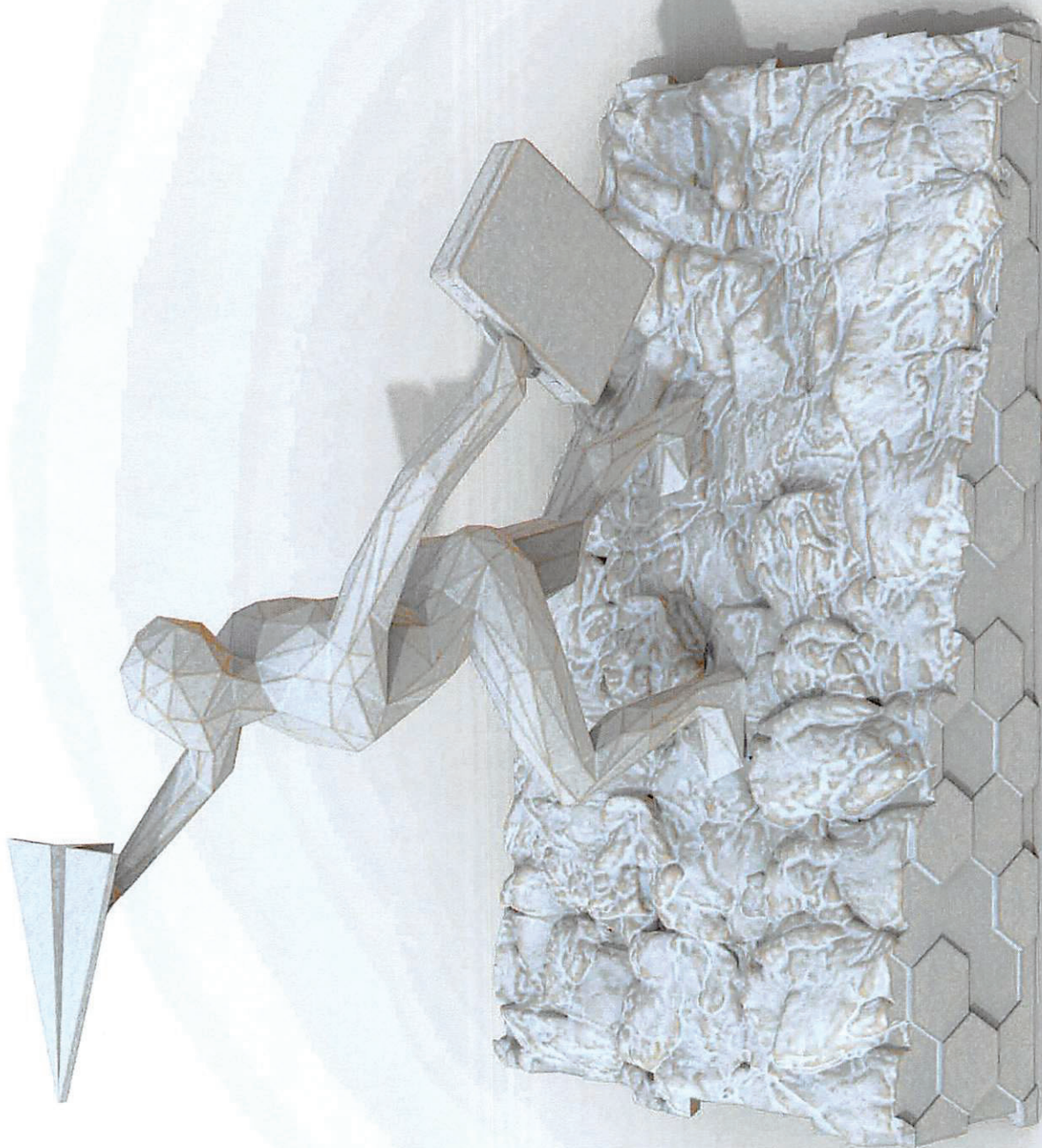




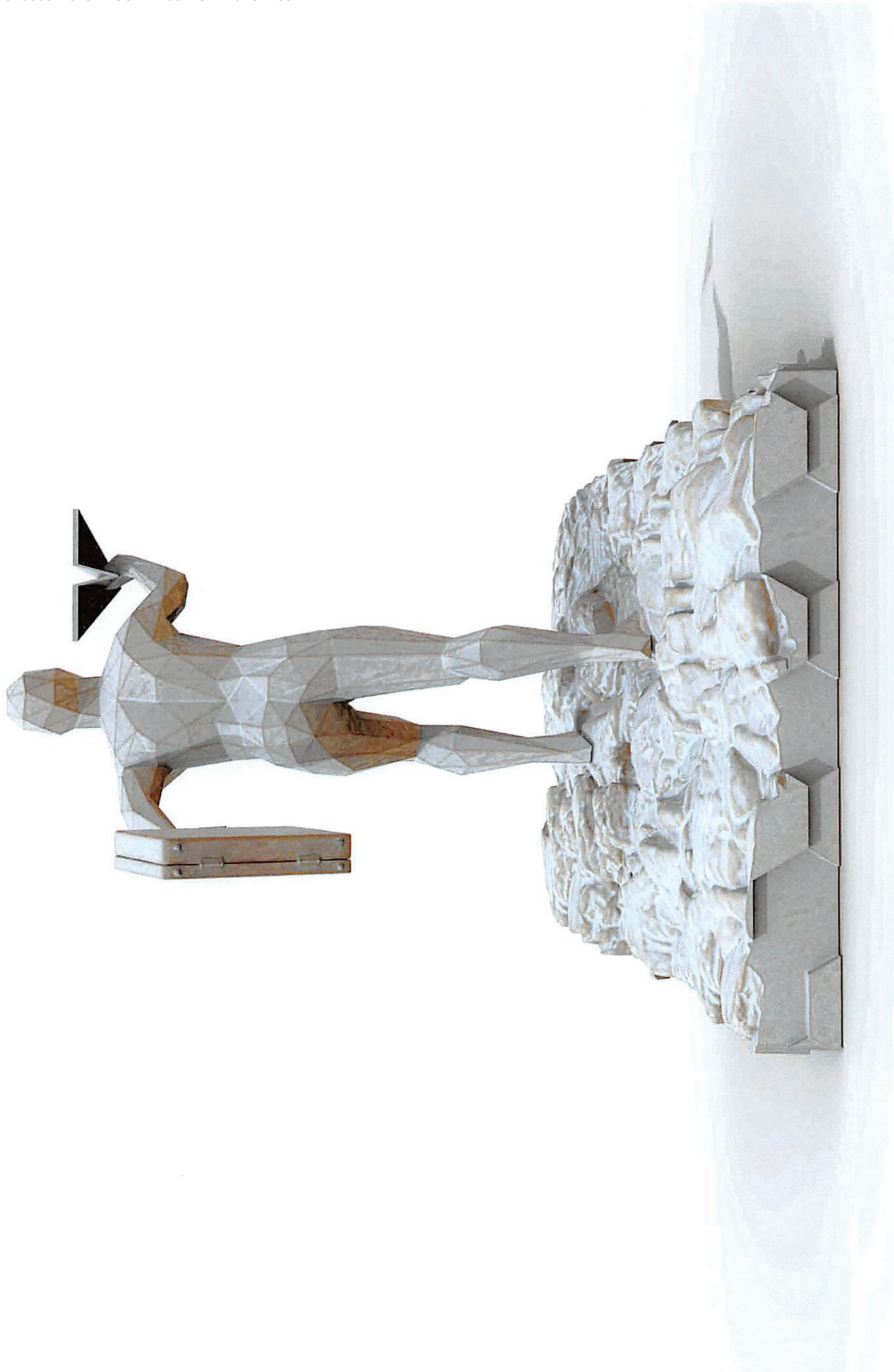


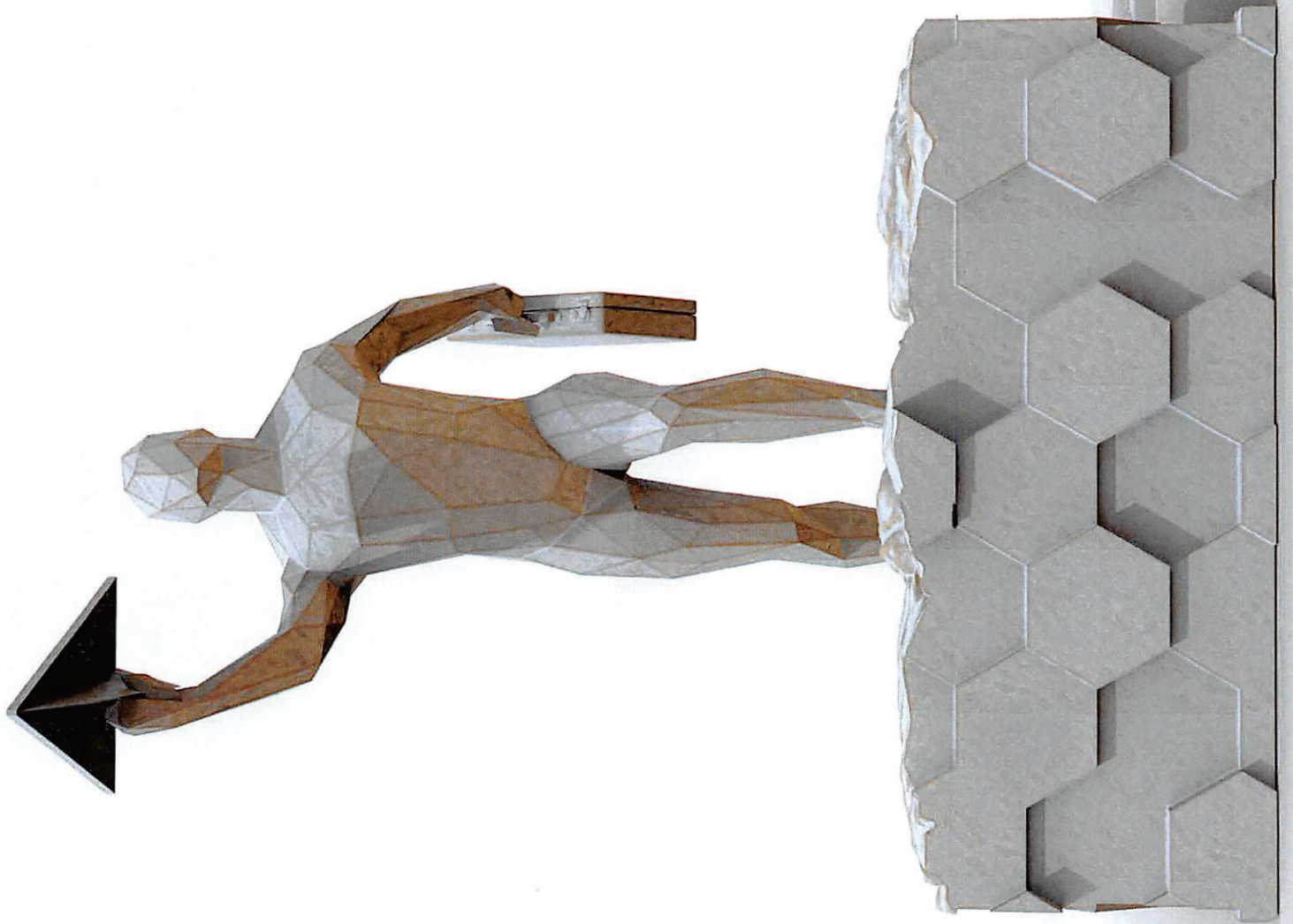
















MILGRAMME



ZYSCOVICH



MIGRANTE

Distinguished members of the Public Art Advisory Board,

Warm greetings from the Happy Island of Aruba!

It is an immense privilege for Studio Nelson Gonzalez, Oranjestad-Aruba Sister Cities Association, NOXTAK, and Zyscovich Architects to present this public art project.

With the MIGRANTE public art project, our goal is to honor the citizens of Doral who contributed so much to the progress of their city.

Art is the trigger for the elements that we enjoy today, but will surely be the tangible heritage of the future.

We hope that MIGRANTE serves as an engine that broadens the diversity of the population, enriches the culture, and inspires the city to continue to move forward.

MIGRANTE was created to embellish a specific area of the city to underscore the city's slogan as a premier place to live, work, learn, and play.

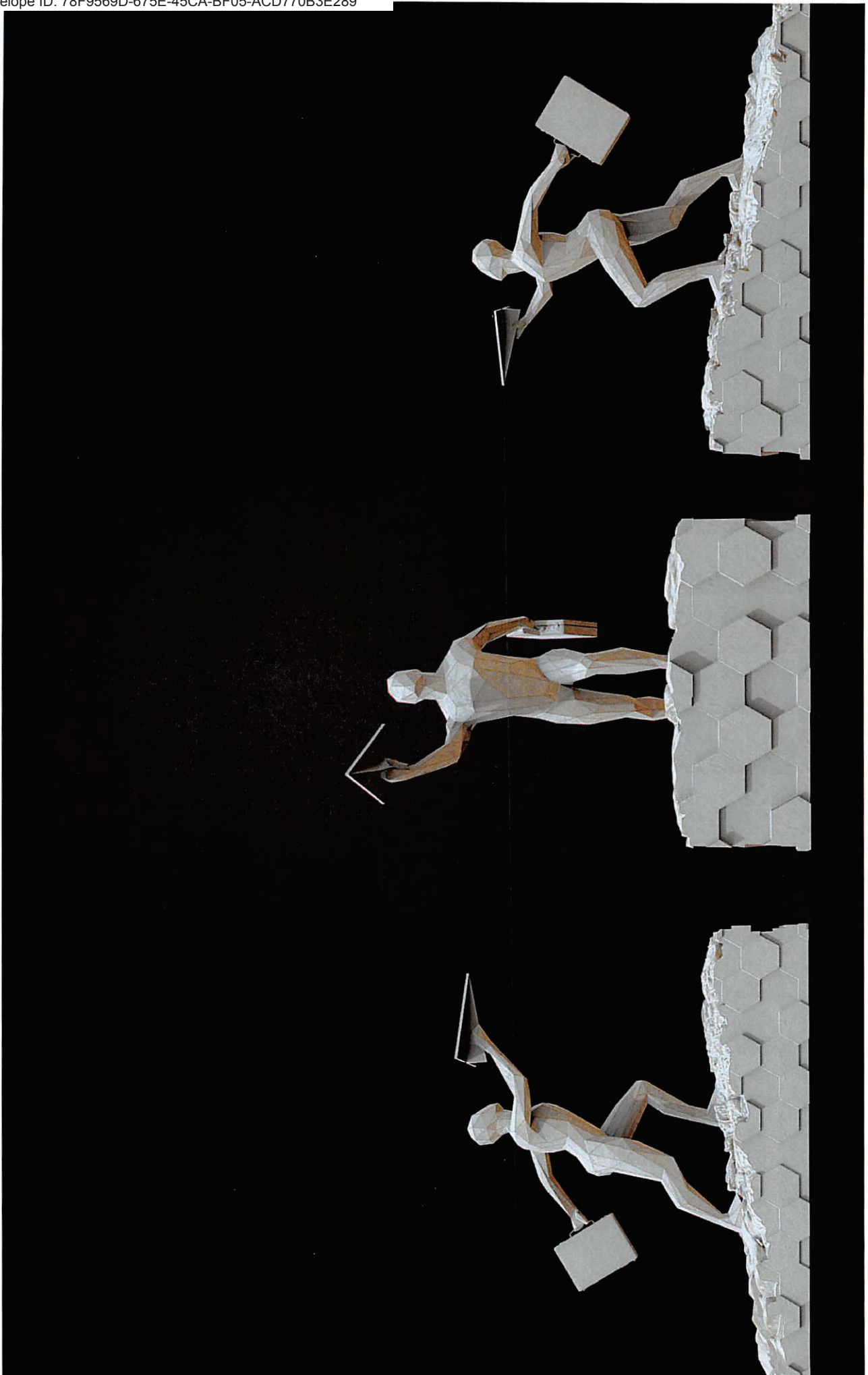
On behalf of our consortium, I thank you for considering the MIGRANTE Monument.

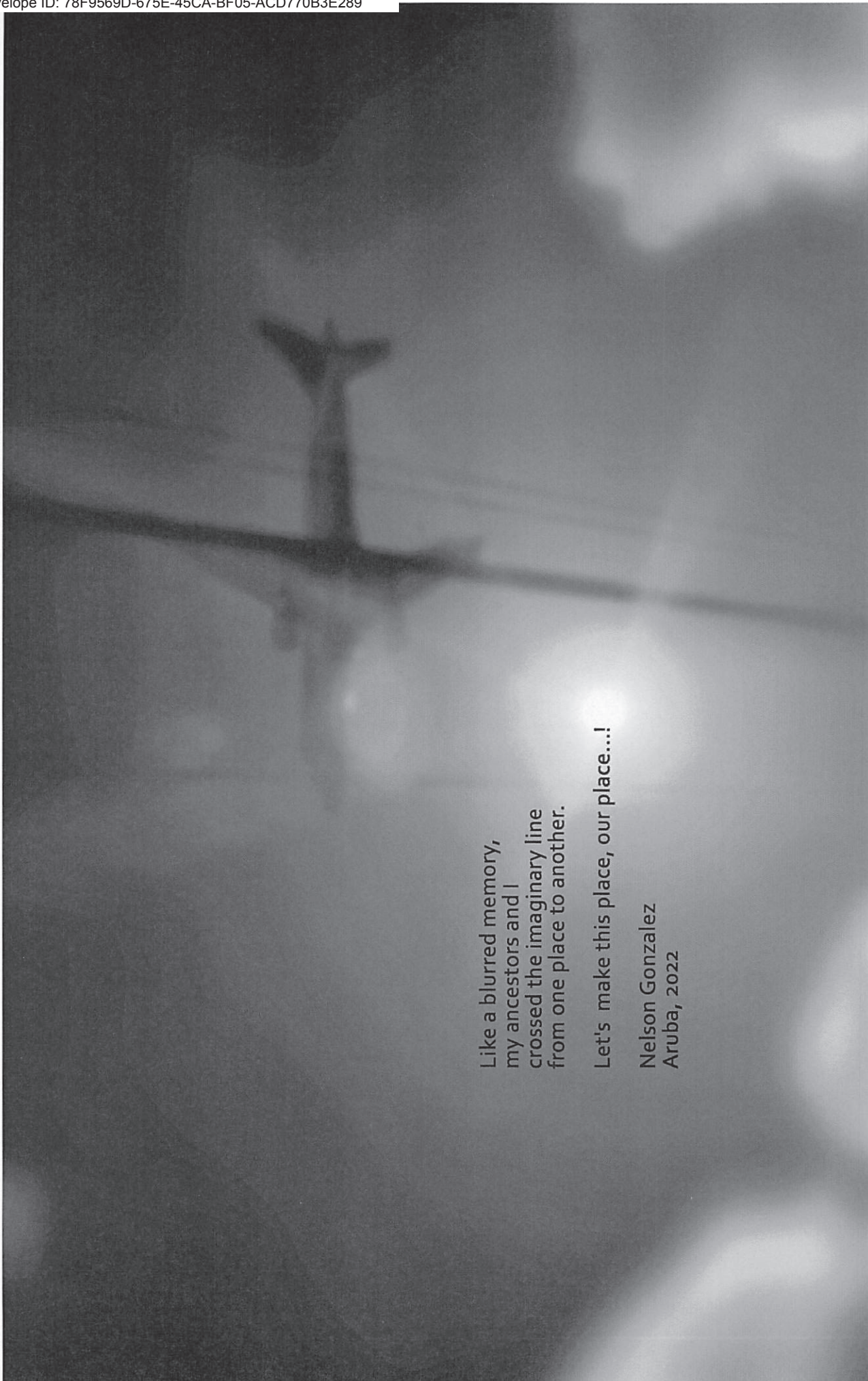
Nelson Gonzalez
Studio Nelson Gonzalez
Oranjestad-Doral
2021-2022



ZYSCOVICH







Like a blurred memory,
my ancestors and I
crossed the imaginary line
from one place to another.

Let's make this place, our place...!

Nelson Gonzalez
Aruba, 2022



SUMMARY

More than an opportunity, a patrimonial spinoff

Doral has come a long way since Mrs. and Mr. Doris and Alfred Kaskel set their eyes on this treasured swampy land. Today a thriving city, marked by transcultural communities from many parts of the world.

Doral has become the logistical mecca of South Florida which is evident by its bustling land and air traffic. A city with almost every industry duly represented, but, that demands patrimonial spinoff.

MIGRANTE; The way to perpetuate this cultural enrichment and provide a commemorative space for the city. An axis of encounter that inspires a sense of belonging as a legacy of the migrants, consolidators of the city we enjoy today.

The Team
MIGRANTE Doral-Oranjestad

DORAL Inburgering Art Between Sister Cities



Shared Imaginaries; An artist between sister cities

Contemporary art is a reflection of what we live. We document life today by allowing moments through artistic media.

MIGRANTE, commemorates the reflection of people who build the society we will share.

With talents, experiences, and visions compacted in a suitcase, let's climb the slope, helping to build each step.

To all migrants.

Nelson Gonzalez
Inburgering Art. Aruba-Doral, 2022

MIGRANTE Relates to city slogan



Doral Shines! A premier place to live, work, learn and play!

MIGRANTE personifies the city's inspiring slogan. With head confidently tilted up towards the rising sun, which is depicted in the city's emblem; with body positively leaning forward and with suitcase firmly in hand; playfully projecting a paper plane as if to say "we are going places!", it speaks to all the attributes that are evident in citizens who made this city so successful.

MIGRANTE is always moving upwards. The hexagon base upon which it is raised highlights family & unity.

And at night, MIGRANTE glows like a beacon, shining a light on the bright future that awaits the City of Doral.

Connectivity, entrepreneurship, courage, optimism, multiculturalism, solidarity, peace, prosperity, travel, perseverance, progress, confidence, hard work, hopefulness, adventure, contribution, risk-taking, and integration are additional values that MIGRANTE represents.

The Monument is deliberately situated in close proximity to facilities where citizens live, work, learn and play.



MIGRANTE

More than unique, a Monument..!

MIGRANTE introduces a specific site at the Doral City Center to commemorate December 18th; United Nations International Migrants Day, highlighting the fact that the city was built by migrants.

MIGRANTE salutes Miami International Airport's vital importance to Doral's thriving economy by propelling a 'paper' plane into the direction of MIA's runway.

MIGRANTE's paper plane conspicuously calls attention to the shape of the Doral Cultural Arts Center which V-shaped building resembles a paper plane, launching the Vision of the city.

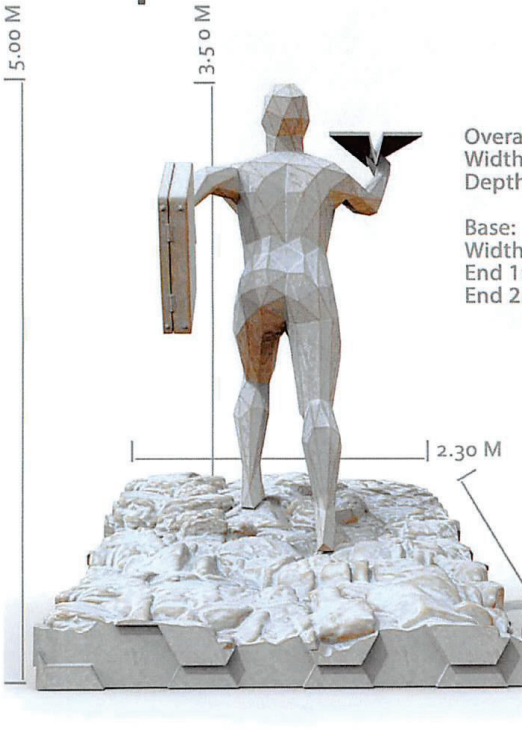
MIGRANTE therefore also allows for an evocative photo-op by pointing out the busy air traffic above Doral's skies.

A QR-code will be made visible on MIGRANTE's base. Visitors are encouraged to take pictures at the monument and upload their images to Doral's social media under the creation of #tags, social media, apps, and internet sites articles.

With the selection of MIGRANTE at this OpenCall, a pro bono certification of the Doral Cultural Arts Center as an EHE (Electro Health Environment) building by NOXTAK to compliment the Leeds certification of this facility.

A MIGRANTE 'sister' monument is envisioned in the City of Oranjestad, Aruba bringing our solidarity with the city of Doral to force. MIGRANTE-Aruba would also be stationed at the foot of Queen Beatrix International Airport and adjacent to the "Cas di Cultura" Aruba building to take advantage of the same features that MIGRANTE-Doral enjoys.

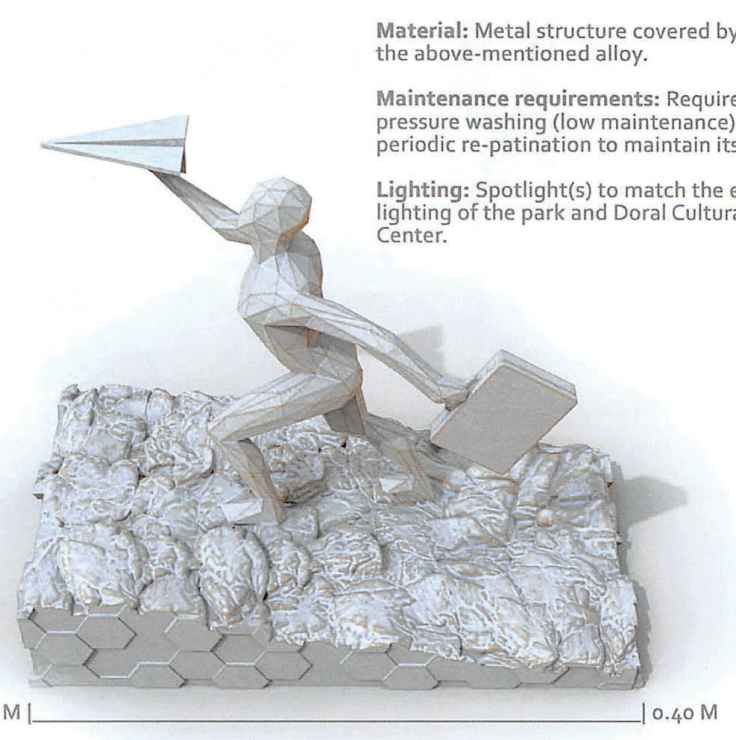
MIGRANTE Specifications



Overall height: 16 Ft.
Width: 7.5 Ft.
Depth: 11.5 Ft.

Base:
Width: 7.5 Ft.
End 1: 5 Ft.
End 2: 1.5 Ft.

5.00 M



Color/Finish: White concrete (marble powder and white cement) to match the overall aesthetic Micco by Michelle Oka Donor, concrete park benches, Doral Cultural Arts Center building finishes.

Material: Metal structure covered by layers of the above-mentioned alloy.

Maintenance requirements: Requires occasional pressure washing (low maintenance) and periodic re-patination to maintain its luster.

Lighting: Spotlight(s) to match the exterior lighting of the park and Doral Cultural Arts Center.

1.50 M

0.40 M



We selected location C5 for obvious reasons

**Distinguished members of the
Public Art Advisory Board,
do you agree with us that this is Migrante's birthplace?**

We project this monument in time, we do not think in the action of imposing an artistic piece in any place.

We look for the formal, infrastructural dialogue, but also, the patrimonial value and the approach to the cultural enrichment that builds identity, civic pride, and correspondence more than with an environment, YOUR environment, its own environment.

Art is an acquired right as a development of our civilizations. Be part of the construction of our history...!



Location Birthplace



The proposed monument is envisioned as an iconic gathering place for the community and is located in proximity to the Downtown Doral Park, the Amphitheatre, and the Doral Cultural Arts Center.

MIGRANTE welcomes visitors to the Doral Cultural Arts Center and ushers the guests to the rooftop plaza of the facility as its base is aligned with the pitch of the stairs.

It's imposing stature stands out, but also subtly blends in with the concrete finishes that are visible throughout its surrounding area.

Mi a bin e isla aki di otro mundo, di otro mundo cultural, solamente cu no di e leu ey, pero igualmente di otro mundo, den otro mundo bibando un constante "inburgering"



ZYSCOVICH

