Docusign Envelope ID: 60707BA1-4E66-8C1C-8149-304623B7B607

October 6, 2026

Omayra Guedes
Authorized Member
Rock and Rose Lawn Care LLC
26251 SW 187th Avenue
Homestead, FL 33031

Zeida Sardiñas
City Manager

Ref: First One-Year Extension of Professional Services Agreement for Rock and Rose Lawn Care LLC (RFP No. 2024-08 / City of Doral Council Resolution No. 24-208)

Dear Mr. Guedes

As you are aware, the above-referenced Professional Services Agreement for Landscaping and Athletic Field Maintenance Services is scheduled to expire on October 9, 2026. Pursuant to Section 2.2 of the Agreement, the City of Doral invites Rock and Rose Lawn Care LLC to exercise the first of three (3) available one-year extension terms.

Upon mutual written consent of the parties, the Agreement shall be extended for one (1) additional year, through October 9, 2027. All other terms and conditions of the Agreement shall remain in full force and effect.

The City wishes to thank you for your continued services to the City of Doral community. Please acknowledge your acceptance of this extension by signing below and returning an executed copy to the City at your earliest convenience.

Sincerely,

Zeida Sardiñas
City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind Rock and Rose Lawn Care LLC, hereby execute this notice as of the date below.

Omayra Guedes
Omayra Guedes

October 06, 2026
Date

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**PROFESSIONAL SERVICE AGREEMENT BETWEEN**

**THE CITY OF DORAL**

**AND**

**ROCK AND ROSE LAWN CARE LLC**

**FOR**

**LANDSCAPING MAINTENANCE**

**THIS AGREEMENT** is made between ROCK AND ROSE LAWN CARE LLC., an active, for profit Florida Corporation, (hereinafter the "Provider"), with a principal place of business located at 26251 SW 187th Ave, Homestead, FL 33031 and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City ")

**RECITALS**

**WHEREAS,** the City issued Request for Proposals ("RFP") No. 2024-08 to identify one or more qualified and experienced firms to provide landscape and athletic field maintenance services; and

**WHEREAS,** the scope of services was divided into two groups: Group 1 for common areas and bikeways, and Group 2 for athletic fields; and

**WHEREAS,** on May 29, 2024, the City issued the RFP, receiving seven (7) proposals by the July 8, 2024, deadline; and

**WHEREAS,** following the Phase II Evaluation, Rock & Rose Lawn Care LLC was selected as the top-ranked firm for Group 2: Athletic Fields Maintenance due to its expertise in managing sports turf, strong references, and innovative maintenance strategies tailored for high-usage athletic fields; and

**WHEREAS**, the City Council awarded Group 2 of RFP No. 2024-208 to the Provider as the most qualified firm and authorized the City Manager to negotiate and execute this Agreement.

**WHEREAS,** the Provider has agreed to provide such services in accordance with the terms and conditions of this Agreement; and

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made part hereof by this reference, the mutual covenants and conditions container herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follow.

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## 1. SCOPE OF WORK/ DELIVERABLES

**1.1** The City grants the Provider the rights outlined in this Agreement and the Scope of Services to provide Landscaping and Field Maintenance Services for the City of Doral facilities, as contemplated herein.

**1.2** The Provider shall furnish professional services to the City as set forth in the Scope of Services found in Exhibit "A", which is attached to this Agreement and incorporated herein and made part hereof by this reference.

**1.3** Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

**1.4 Emergency Services** In the event of a natural disaster or other emergency declared by the City, the Provider may be requested to assist in recovery and clean-up efforts. This assistance may include, but is not limited to, debris removal, temporary landscape repairs, and other emergency landscaping services as directed by the City. The City reserves the right to issue a separate Purchase Order for such services, compensating the Provider based on agreed-upon emergency rates or rates established in advance in accordance with the scope of work.

## 2. TERM OF AGREEMENT

**2.1** This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of two (2) years, unless terminated earlier in accordance with the provisions of this Agreement.

**2.2** The Agreement may be extended for three (3) additional one-year terms upon mutual written consent of both parties.

## 3. COMPENSATION

**3.1** As compensation for the Work, the City agrees to pay the Provider on a service-by-service basis not to exceed the unit pricing per service submitted by the Provider in their bid and herein attached to this agreement as Exhibit “B” regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services.

**3.2** Provider understands that services requested through this Agreement are on an as needed basis and will be billed to the City accordingly.

**3.3** Provider is to provide the City with invoice(s) within forty-eight (48) hours of service(s) being performed. Invoice(s) must detail the date, facility, and service actually performed.

**3.4** The City shall pay the Provider in accordance with the Florida Prompt Payment Act.

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**3.5** If a dispute should occur regarding an invoice submitted, the City manager may withhold payment of the disputed amount and may pay the provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

**4. Sub-Providers**

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

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

**5. CITY RESPONSIBILITIES**

**5.1** The City shall provide the Provider with access to the athletic fields during scheduled service times.

**5.2** Furnish the Provider, at the Providers written request, all available data pertinent to the services to be provided by Provider, in possession of the City.

**6. PROVIDERS RESPONSIBILITIES**

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

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

**7. CONFLICT OF INTEREST**

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

**8. TERMINATION**

**8.1** The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach

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or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.

**8.2** Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.

**8.3** The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

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

**9.2** Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

**10. Nondiscrimination.**

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

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

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

**11.2** In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

**12. Indemnification**

**12.1** Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of

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action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

**12.2** The provisions of this section shall survive termination of this Agreement.

**12.3** Ten dollars ($10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification. The receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider

**13. Notices/Authorized Representatives**

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

| | |
|---|---|
| For City: | Rey Valdes<br>City Manager<br>City of Doral, Florida<br>8401 NW 53 Terrace<br>Doral, Florida 33166 |
| With a Copy to: | Lorenzo Cobiella<br>City Attorney<br>City of Doral, Florida<br>8401 NW 53 Terrace<br>Doral, Florida 33166 |
| For The Provider: | Siul J. Delgado<br>Rock and Rose Lawn Care LLC<br>26251 SW 187 Avenue<br>Homestead, Fl 33031 |

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**14. Governing Law**

**14.1** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

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

**15.1** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party other than those that are expressly set forth herein.

**15.2** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement unless executed with the same formality as this document.

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

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

**16.2** The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

**16.3** The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

**16.4** In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:

**(a)** Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

**(b)** Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

**(c)** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

**(d)** Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential

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and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**16.5** The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

**(a)** Service quality, attentiveness, courteousness, etc.;

**17. No Assignability**

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

**18. Severability**

**18.1** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**19. Independent Contractor**

**19.1** The Provider and its employees, volunteers, and agents shall remain independent contractors and not agents or employees of the City with the 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 kinds of joint undertaking, enterprise or venture between parties.

**20. Representations and Warranties of Provider**

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

**(a)** Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

**(b)** Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

**(c)** The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

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**(d)** Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

**21. Compliance with Laws.**

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

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

**22. Non-collusion.**

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

**23. Truth in Negotiating Certificate.**

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

**24. Waiver.**

**24.1** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**25. Survival of Provisions.**

**25.1** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**26. Prohibition of Contingency Fees.**

**26.1** The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this

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Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**27. Force Majeure.**

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

**28. Counterparts.**

**28.1** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**29. Interpretation.**

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

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

**30. Discretion of City Manager.**

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

**31. Third Party Beneficiary.**

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

**32. No Estoppel.**

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

**{THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW)**

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

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

Rey Valdes, City Manager

Date: 10/9/2024

Approved As To Form and Legal Sufficiency for the Use

and Reliance of the City of Doral Only:

Lorenzo Cobiella, Esq.
City Attorney

Rock and Rose Lawn Care LLC

By: Siul. J. Delgado

Its: Siul. J. Delgado COO

Date: September 31, 2024

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# EXIBIT "A"

## Scope of Services

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## SCOPE OF SERVICES

This is a comprehensive landscaping and maintenance agreement for City of Doral athletic fields. The provider must perform all work necessary, utilizing acceptable horticultural practices for the exterior landscape maintenance that is consistent with "Florida-Friendly" Landscaping Program principles. Tasks required include:

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

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

**This agreement includes:**

Group 2: Baseball, softball, multipurpose fields located at Doral Meadow Park, Doral Legacy Park and Doral Central Park, as detailed below:

- Doral Central Park – Multipurpose Field: 3005 NW 92nd Ave
- Doral Meadow Park – (2) Baseball Fields: 11555 NW 58th Street
- Doral Legacy Park – Softball Field: 11400 NW 82nd Street

This agreement does **NOT** include:

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

**1. FUTURE SERVICES**

1. During the term of the contract, the City of Doral Parks and Recreation Department may add additional parkland and athletic fields. The provider is expected to provide

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a cost for the new services using the same per service cost used in the present contract.

**2. MANAGEMENT**

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

**3. STAFFING**

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

The City reserves the right to bar any of the Provider's employees from performing work at City facilities for not meeting the guidelines established herein. The City shall document these requests in writing and submit to the on-site supervisor.

**4. EQUIPMENT AND SUPPLIES REQUIRED**

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1. The Provider must supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of his contract according to an approved program.

2. The Provider will not be permitted to store equipment and materials at any location without the expressed written consent of the City.

**5. WORK SCHEDULE**

1. The Provider will schedule all work so as not to interfere with City operations, athletic leagues, special events, or other scheduled activities which may be affected by the completion of services.

2. Work must be conducted at City facilities between the hours of 8:00 a.m. and 3:00 p.m. in facilities located within residential areas.

3. Work must be conducted at City facilities between the hours of 7:00 a.m. and 3:00 p.m. in facilities located within commercial areas.

4. All schedules must be sent to the City Representative a month in advance, for approval. The Provider understands that provided schedules may have to change due to City events.

**6. INCLEMENT WEATHER**

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

**7. ACCEPTANCE OF COMPLETED WORK**

1. A representative from the City of Doral must approve the work and related costs prior to the commencement of work. The City of Doral will determine if the work that is done is acceptable.

2. City must be notified of all scheduled and completed work in sufficient time to verify completeness of such work.

   If the work does not meet the City's requirements, the Contractor must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the contractor at no additional cost to the City within a period of 24 hours.

**8. FAILURE TO PROVIDE SERVICES**

1. The City's contract representative may deduct from the invoices the value of services not provided. Persistent billing for services not provided or failure to

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provide services may be cause for termination of the contract. Billing for services not provided for three consecutive months will result in immediate termination of contract.

**9. SAFETY AND PROTECTION**

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

1. All employees and other persons who may be affected by the work.
2. All materials, equipment, and work areas, whether in storage on or off the site.
3. Other property at or adjacent to the work area, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

To ensure safety and protection, the following measures must be enforced:

- **Training and Communication**: Ensure all employees are properly trained in safety procedures and equipment usage. Conduct regular safety meetings to review protocols and address concerns. Maintain clear communication protocols, including hand signals for equipment operation.
- **Personal Protective Equipment (PPE)**: Require employees to wear appropriate PPE, such as gloves, eye protection, and high-visibility clothing.
- **Equipment Maintenance**: Regularly maintain and inspect all equipment, such as lawn mowers, trimmers, and edgers, ensuring that guards or safety features are in place.
- **First Aid and Emergency Preparedness**: Provide first aid kits at all work locations. Establish an emergency response plan for incidents, such as accidents, severe weather, or hazardous material spills.
- **Safe Lifting and Handling**: Implement safe lifting practices to prevent strain or injury when handling heavy materials. Provide training on proper handling and usage of chemicals, fertilizers, and herbicides.
- **Fall Protection**: Use appropriate fall protection measures, such as harnesses, when working at heights (e.g., pruning trees or accessing roofs).
- **Site Protection**: Mark off and barricade work areas to keep pedestrians and vehicles at a safe distance. Keep tools and materials organized to avoid tripping hazards.

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- **Weather Precautions**: Avoid working in adverse weather conditions (rain, storms, etc.) that could lead to slips, falls, or equipment malfunctions.
- **Hydration and Breaks**: Ensure workers stay hydrated and take regular breaks, especially when working in hot weather.
- **Waste Disposal**: Properly dispose of waste and hazardous materials to prevent environmental contamination.
- **Electrical and Utility Hazards**: Ensure workers are aware of electrical hazards when working near power lines or underground utilities.
- **Vehicle and Equipment Safety**: Ensure vehicles and trailers used to transport equipment are in good condition and driven safely. Secure equipment during transportation.
- **Property and Environmental Protection**: Take necessary steps to protect adjacent property from damage during work operations, including trees, shrubs, lawns, structures, and utilities.

**10. COMMENCEMENT CONFERENCE**

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

**11. SERVICES TO BE PROVIDED**

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

**12. MOWING, EDGING, AND TRIMMING**

**12.1 Mowing**

1. Bermuda turf shall be cut using reel mowers to a height between .5 inch to 2 inches as mutually agreed upon by the City as Contractor to promote optimal growth.
2. Mowing wet grass shall be avoided whenever possible.
3. Mowing will not be done when weather or conditions will result in damaged turf.
4. Mower blades must be kept sharp so that the cut grass edge is clean and not torn or ragged.

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5. Mowing patterns shall be changed frequently to avoid wear and promote directional growth.

6. Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass.

7. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities.

8. Should any of the above listed damages occur, the Contractor shall be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor.

**12.2 Edging and Trimming**

1. Contractor shall trim and properly edge all shrubs and flower bed as well as tree rings, curbs, walks, lighting and all other obstacles in the landscape.

2. Paved areas (hard edges) shall be edged every mowing with respect to the turf type adjacent to the edging.

3. Edging of beds and tree rings (soft edging) shall be executed every mowing with respect to the turf type adjacent to the edging.

4. Particular care should be taken when edging softball/baseball fields.

5. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Provider’s expense.

**12.3 Clean-up and Waste Disposal**

1. All walks and other paved areas shall be vacuumed, swept, squeegeed or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time.

2. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects.

3. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edge is done.

4. Grass clippings or debris caused by mowing will be removed from the adjacent walkways, driveways, roadways, gutters and curbs or surfaces on the same day as turf is mowed.

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5. Clippings, mulch or other plant debris must be prevented from entering water features or drains. In the event that this occurs, the materials shall be removed immediately.

6. The Provider shall be responsible for proper waste disposal. The City will not provide a means to dispose of waste produced by any of the services described herein.

7. **All equipment must be cleaned before and after each use with water at a high pressure so as to not cross pollinate seeds within parks and grass species.** All field maintenance schedules must be reviewed and approved by the City Manager or his/her designee. Accommodations shall be made to allow for special events.

**13. FERTILIZING**

1. A schedule of fertilization dates and a detailed fertilizer analysis must be submitted for approval by the City's representative prior to any application. The Provider shall implement an effective commercial fertilizer program in accordance with the quoted price.

2. Provider shall notify the City representative (3) three weeks in advance of fertilizing in order for the City to make any changes to operations or programming.

3. Fertilizers must be approved in advance by the City and shall be applied in accordance with the manufacturer's instructions and in accordance to "Florida-Friendly" Landscaping Program principles.

4. The type and amount of fertilizer applied shall be based on results of soil test(s). Soil test(s) shall be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the full responsibility of the Provider. Soil test(s) must be scheduled with the City.

5. Provider shall maintain records of all fertilizer usage on a Provider-provided form. This form shall be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request.

6. Provider shall apply the scheduled fertilizing in accordance with the M&S Plan. The Provider shall be compensated in accordance with the prices established in the Contract, after the City accepts the fertilizing Work.

7. The City, in consultation with the Provider, may postpone or cancel a scheduled application of fertilizer.

8. Provider may need to apply additional fertilization in some areas of the Work during the year to control weed growth and/or promote the health of the Turf.

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9. **Miami-Dade County Fertilizer Ordinance Compliance**: Fertilizers containing nitrogen or phosphorus are prohibited from being applied between May 15 and October 31 to prevent nutrient runoff, which can contribute to harmful algal blooms in waterways like Biscayne Bay. However, athletic fields classified as "specialized turf" may be exempt, allowing fertilizer application during this period, provided it meets specific guidelines (e.g., phosphorus is only permitted if a soil test indicates a deficiency).

**14. WEED CONTROL**

1. The Provider shall implement a comprehensive weed control program to prevent the encroachment of weeds into established turf, utilizing integrated pest management (IPM) techniques that minimize environmental impact.
2. The Provider shall aim to meet the following weed control benchmarks:
3. **After 3 months**: Turf should be **50% weed-free**.
4. **After 3 to 6 months**: Turf should be **75% weed-free**.
5. **After 6 months**: Turf should be **95% weed-free**.
6. Weed control methods must comply with the latest industry best practices, using herbicides approved by the Environmental Protection Agency (EPA) and in line with Miami-Dade County regulations, while ensuring proper application to minimize environmental impact.
7. Turf shall be kept free of the following undesired vegetation, or similar species, as identified in the **IFAS Extension Book "Weeds of Southern Turfgrasses"** from the University of Florida:
8. Annual, Purple, and Yellow Sedge
9. Broomsedge
10. Castor Bean
11. Cogon Grass
12. Crowsfoot
13. Dogfennel
14. Goosegrass
15. Johnsongrass
16. Maiden Cane

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17. Ragweed
18. Rhodesgrass
19. Sandspur
20. Spanish Needle
21. Tropical Soda Apple
22. Vaseygrass
23. White Clover
24. Dollarweed
25. The Provider shall use environmentally responsible methods, including minimizing chemical treatments where possible, and adopting sustainable practices such as proper mowing heights, aeration, and mulching to discourage weed growth naturally.
26. The use of herbicides should adhere to Miami-Dade County's best management practices, including restrictions on fertilizer and pesticide application during the rainy season (May 15 – October 31) to prevent nutrient and chemical runoff that could contaminate nearby water bodies.
27. Continuous monitoring and adjustments should be made to the weed control program to ensure optimal turf health and environmental safety.

**15. HERBICIDES**

1. Contractor may use herbicides to kill all weeds and foreign grasses. Use and application shall be in strict compliance with the manufacturer's label directions and in accordance with Miami-Dade County’s Landscape Ordinance and Florida-Friendly Landscaping Program principles.
2. Herbicides may be used only with prior approval by the City’s representative as to type, location, and method of application. Any proposed changes in herbicide usage shall be submitted for the Project Manager’s approval at least five (5) working days in advance of the anticipated usage.
3. Contractor shall only utilize herbicides registered by the EPA, the Florida Department of Agriculture and Consumer Services' Bureau of Pesticides, and those approved by the Miami-Dade County Department of Environmental Resources Management (DERM). The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes, Chapter 5E-2 of the Florida Administrative Code, and Miami-Dade County’s Fertilizer and Pesticide Ordinance.

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4. The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense. The Contractor shall be responsible for submitting a copy of their herbicide application license and any additional permits required by Miami-Dade County with this RFP.
5. Contractor shall maintain records of all herbicide usage on a Contractor-provided form, which must meet Miami-Dade County reporting standards. This form shall be filled out as weed control operations are performed, and all entries must be available for inspection upon request by the Project Manager or Miami-Dade County inspectors.
6. The dead plant material produced by the application of herbicides must be removed and properly discarded on the next scheduled maintenance period, following Miami-Dade County's waste management regulations.

**16. AERATING, VERTICUTTING, AND SLICING**

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

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

**17. TOP DRESSING**

Topdressing may be completed to all Bermuda turf areas one time (1x) a year; however, periodic topdressing may be applied when necessary to maintain proper field level. Topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. Material shall be applied to all athletic turf field areas at a ½” depth for proper coverage. This is an optional service and approval by the City is required.

**18. PEST IDENTIFICATION & CONTROL**

1. Provider shall identify disease(s) and pest infestation(s) and report such finding to the City in writing. The City Representative may request that the Provider develop a disease or pest management plan (“DPMP”) for approval. The DPMP, if necessary, will require the approval of the City. The Provider’s DPMP shall establish the

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strategy and methods for performing the work in a safe, effective, and environmentally sound manner. The Provider shall respond within 72 hours after the City has approved a DPMP.

2. If the City Representative authorizes the Provider to implement the DPMP, it will be done through a Work Order and shall be considered an Additional Service. Provider shall only use those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq., and any regulations issued thereunder.

3. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations. Any pesticides shall be applied by Florida licensed and certified personnel. Should the Provider fail to report any disease(s) or pest infestation(s) that result in damage to the Park areas under the responsibility of the Provider, the Provider shall replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc.

**19. IRRIGATION REPAIRS**

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

**20. DAMAGE CAUSED BY PROVIDER**

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

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**MULTI PURPOSE FIELDS**

**DORAL CENTRAL PARK**



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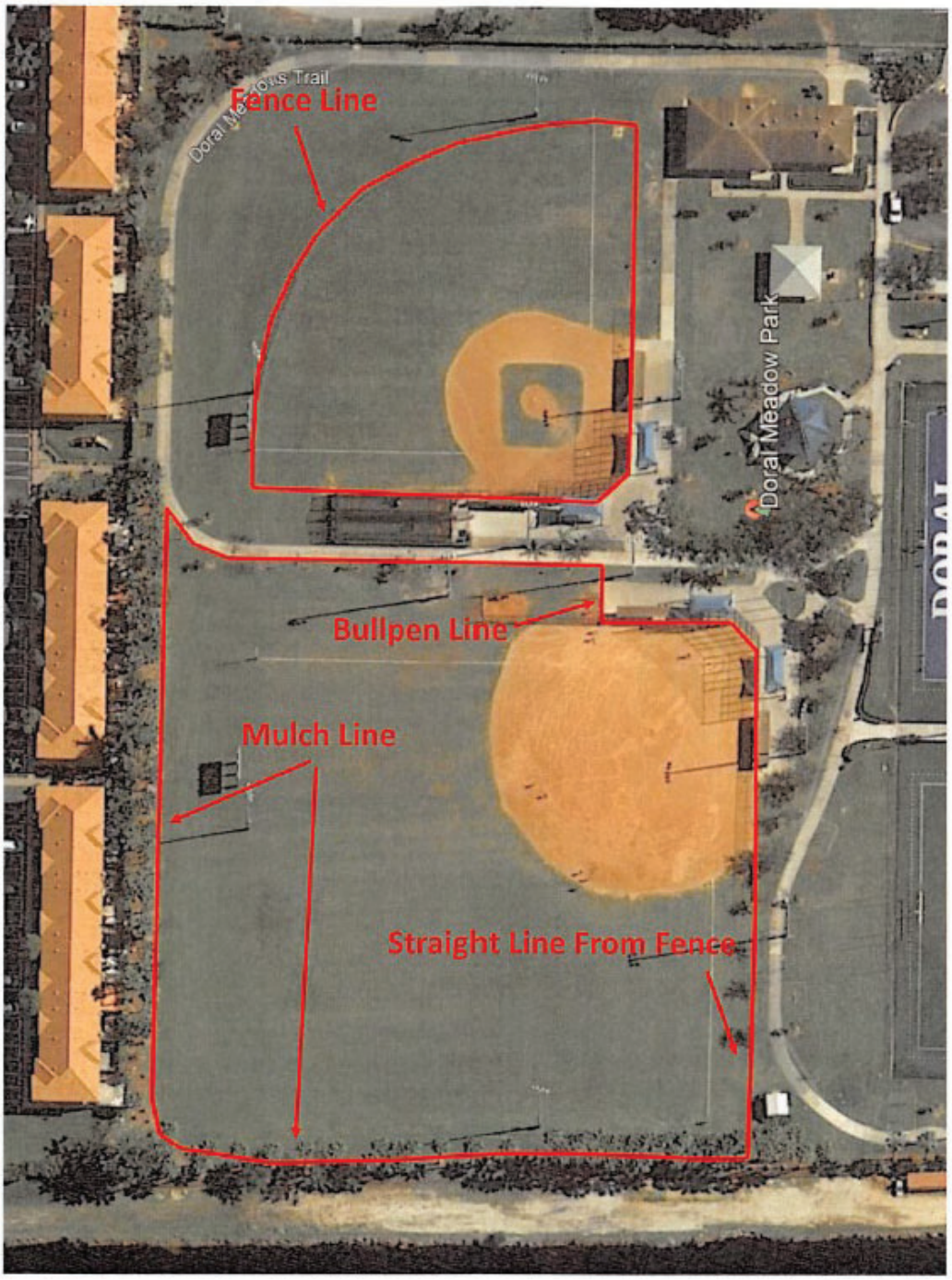
# Athletic Field Area of Work
# Doral Legacy Park



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# Athletic Field Area of Work

## Doral Meadow Park



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**Exhibit B"**

**Rock and Rose Lawn Care LLC. Pricing Submittal**

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| | | GROUP 2 | |
|---|---|---|---|
| **Facility - Doral Central Park Multipurpose** | | **Rock & Rose Lawn Care** | |
| **Description** | **Services/Yr** | **Unit Price** | **Yearly Total** |
| Mowing | 44 | $750.00 | $33,000.00 |
| Fertilizer | 4 | $5,100.00 | $20,400.00 |
| Weed Control | 12 | $975.00 | $11,700.00 |
| Insect & Disease | 1 | $2,995.00 | $2,995.00 |
| Aerating | 4 | $1,450.00 | $5,800.00 |
| Top Dressing | 1 | $8,995.00 | $8,995.00 |
| | | Facility Total | $82,890.00 |
| **Facility - Doral Meadow Baseball** | | | |
| Mowing | 44 | $1,200.00 | $52,800.00 |
| Weed Control | 12 | $1,000.00 | $12,000.00 |
| Insect & Disease | 1 | $2,250.00 | $2,250.00 |
| Fertilizer | 6 | $1,500.00 | $9,000.00 |
| Aerating | 4 | $2,200.00 | $8,800.00 |
| Slicing | 1 | $2,200.00 | $2,200.00 |
| Verticutting | 1 | $2,200.00 | $2,200.00 |
| Seeding | 1 | $3,000.00 | $3,000.00 |
| Top Dressing | 1 | $1,950.00 | $1,950.00 |
| Lasergrading | 1 | $6,000.00 | $6,000.00 |
| Fraze Mowing | 1 | $0.00 | $0.00 |
| Rebuild Bullpen | 1 | $6,000.00 | $6,000.00 |
| | | Facility Total | $106,200.00 |
| **Facility - Doral Legacy Softball** | | | |
| Mowing | 44 | $600.00 | $26,400.00 |
| Weed Control | 12 | $500.00 | $6,000.00 |
| Insect & Disease | 1 | $1,125.00 | $1,125.00 |
| Fertilizer | 6 | $750.00 | $4,500.00 |
| Aerating | 4 | $1,100.00 | $4,400.00 |
| Slicing | 1 | $1,100.00 | $1,100.00 |
| Verticutting | 1 | $1,100.00 | $1,100.00 |
| Seeding | 1 | $1,500.00 | $1,500.00 |
| Top Dressing | 1 | $975.00 | $975.00 |
| Lasergrading | 1 | $3,000.00 | $3,000.00 |
| Fraze Mowing | 1 | $0.00 | $0.00 |
| Rebuild Bullpen | 1 | $3,000.00 | $3,000.00 |
| | | Facility Total | $53,100.00 |
| | GROUP 2 TOTAL | | $242,190.00 |
| | GROUP 2 DISCOUNT FACTOR | | 5.00% |
| | Amount after Discount | | **$230,080.50** |

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# Exhibit "C"

# Insurance Requirements

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# MINIMUM INSURANCE REQUIREMENTS

## I. Commercial General Liability

A. Limits of Liability

| | |
|---|---|
| Bodily Injury & Property Damage Liability | |
| Each Occurrence | $1,000,000 |
| Policy Aggregate (Per Job) | $2,000,000 |

B. Endorsements Required

City of Doral listed as an additional insured

Contingent & Contractual Liability

Premises and Operations Liability

Primary Insurance Clause Endorsement

## II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage
Combined Single Limit

Any Auto/Owned Autos or Scheduled Autos

Including Hired and Non-Owned Autos
Any One Accident $1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

## III. Workers Compensation

Statutory - State of Florida

**Employer's Liability**

A. Limits of Liability

$500,000 for bodily injury caused by an accident, each accident

$500,000 for bodily injury caused by disease, each employee

$500,000 for bodily injury caused by disease, policy limit

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

**IV. Umbrella/Excess Liability Insurance:** Can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

**Subcontractors' Compliance:** It is the responsibility of the Vendor 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 policies do not contain such a provision, it is the responsibility of the Vendor to provide such 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.

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 V" 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 Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor/Vendor's interests or liabilities but are merely minimums.

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ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/27/2024

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

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

| PRODUCER | CONTACT NAME: Gipsy De La Paz | |
|---|---|---|
| Estrella Insurance 192<br>10275 Pines Blvd<br>Pembroke Pines FL 33026 | PHONE (A/C, No, Ext): (954) 613-4560 | FAX (A/C, No): (954) 206-0044 |
| | E-MAIL ADDRESS: Agency192@estrellainsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : EVANSTON INSURANCE COMPANY | |
| INSURED<br>ROCK & ROSE LAWN CARE, LLC<br>12822 SW 184th Ter<br>Miami FL 33177 | INSURER B : PROGRESSIVE | 24252 |
| | INSURER C : NAUTILUS INSURANCE COMPANY | |
| | INSURER D : INSURANCE COMPANY OF THE WEST | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | x | x | 3AA626376 | 12/13/2023 | 12/13/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | x | x | 07861589-6 | 03/01/2024 | 03/01/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | PIP | $ 10,000 |
| C | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | x | x | AN1263878 | 12/13/2023 | 12/13/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | AGGREGATE | $ 1,000,000 |
| | | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | x | NHFL0123102021 | 07/25/2023 | 07/25/2024 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

PNC Bank National Association
300 Fifth Avenue Pittsburgh, PA 15222-2401
Carrollton, TX 7501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gipsy de la Paz

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# Exhibit “D” Resolution

Docusign Envelope ID: 60707BA1-4E66-8C1C-8149-304623B7B607



**RESOLUTION No. 24-208**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #2024-08 "LANDSCAPING AND ATHLETIC FIELDS MAINTENANCE" TO SFM LANDSCAPE SERVICES FOR GROUP 1- LANDSCAPE MAINTENANCE AND TO ROCK AND ROSE LAWN CARE LLC FOR GROUP 2- ATHLETIC FIELDS MAINTENANCE FOR A PERIOD OF TWO (2) YEARS WITH THREE (3) ADDITIONAL ONE (1) YEAR RENEWALS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH SFM LANSCAPE AND ROCK AND ROSE LAWN CARE LLC, IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral ("City") leadership identified a crucial need for comprehensive athletic fields maintenance services to ensure the high quality and safety of the City's sports facilities; and

**WHEREAS**, the City of Doral issued RFP No. 2024-08 on May 29, 2024, to identify qualified and experienced firms to provide landscape and athletic field maintenance services, divided into two groups: Group 1 for all common areas and bikeways, and Group 2 for athletic fields; and

**WHEREAS**, on July 8, 2024, the City received seven (7) timely proposals; and

**WHEREAS**, on July 26, 2024, the Phase I Evaluation Committee conducted its meeting and shortlisted the following firms for presentations and Phase II Evaluation: Group 1- SFM Landscape Services, Everglades Environment Care Inc. and Superior Landscaping & Lawn Service Inc. and Group 2- Rock & Rose Lawn Care LLC, Tip Top Enterprises, and Juniper Landscaping; and

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**WHEREAS,** following the Phase II Evaluation, SFM Landscape Services was ranked as the top firm for Group 1, which includes all common areas and bikeways, due to their comprehensive approach to landscape maintenance, proven track record, and competitive pricing and Rock & Rose Lawn Care LLC was identified as the most suitable firm for Group 2, athletic fields maintenance, due to their expertise in managing sports turf, strong references, and innovative maintenance strategies tailored for high-usage athletic fields; and

**WHEREAS,** the City Manager recommends that the City Council award the RFP to SFM Landscape Services and Rock & Rose Lawn Care LLC as the highest scoring proposals, authorize the City Manager to negotiate and execute an agreement with each vendor respectively for the provision of Landscape services & Athletic Fields Maintenance services, and enter into the proposed agreements for an initial term of two (2) years with three (3) additional one (1) year renewal terms, for a total term of five (5) years; and

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

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

**Section 2. Approval.** The award of RFP No. 2024-08 for Group 1- Landscape Maintenance Services to SFM Landscape Services and Group 2 - Athletic Fields Maintenance to Rock & Rose Lawn Care LLC is approved.

**Section 3. Authorization.** The City Manager is authorized to negotiate and execute an agreement with SFM Landscape Services and Rock & Rose Lawn Care LLC

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in a form acceptable to the City Attorney. The City Manager is further authorized to expend budgeted funds as provided for herein.

**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 become effective immediately upon its adoption.

Docusign Envelope ID: 60707BA1-4E66-8C1C-8149-304623B7B607



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

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

PASSED AND ADOPTED this 11 day of September, 2024.

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC
CITY CLERK

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

LORENZO COBIELLA
GASTESI, LOPEZ & MESTRE, PLLC
CITY ATTORNEY