

PALM BEACH GARDENS  
*"A unique place to live, learn, work & play"*

The City of Palm Beach Gardens  
10500 North Military Trail  
Palm Beach Gardens, FL 33410

**AGREEMENT  
FOR  
SUBSURFACE TURF DRAINAGE SYSTEM FOR NATURAL ATHLETIC FIELDS**

AGREEMENT NO. ITB2015-042PF

THIS AGREEMENT is made and entered this 4<sup>TH</sup> day of December, 2014 (the effective date), by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Sports Turf One, Inc.**, a Florida corporation (hereinafter referred to as "Contractor"), whose principal address is 9819 State Road 7, Boynton Beach, Florida 33472.

WHEREAS, the City desires to retain the services of the Contractor to furnish and install Subsurface Turf Drainage Systems for Natural Athletic Fields at three (3) City athletic fields, in accordance with the City's Invitation to Bid No. ITB2015-042PF, and the Contractor's response thereto, all of which are incorporated herein as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

**ARTICLE 1. INCORPORATION OF INVITATION TO BID**

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. ITB2015-042PF, and the Contractor's response thereto, including all documentation required thereunder, and all drawings, plans, and designs that comprise this project.

**ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES**

The Contractor shall supply all materials, labor, supplies, and supervision to furnish and install subsurface turf drainage systems for natural athletic fields at the following City parks locations, during the timeline established in the Scope of Work, and as identified in the specifications accompanying the City's Invitation to Bid and all addenda thereto.

**ARTICLE 3. COMPENSATION AND PRICING**

The City shall pay the Contractor upon the supply and installation of the drainage systems at the identified parks, and upon inspection and acceptance of the work by the City, based on the prices shown below in this Agreement, according to the terms and specifications of the referenced Invitation to Bid.

ITEM	LOCATION	PRICE
1.	Gardens Park	\$195,381.61
2.	Mirasol Park	\$139,389.60
3.	Lilac Park	\$69,719.59

In accordance with Section 218.74, *Florida Statutes*, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice.

#### ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, mailed by registered or certified mail (postage prepaid), return receipt requested, or by overnight delivery to the following addresses:

As to the City:                   **City of Palm Beach Gardens**  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Manager  
Facsimile: (561) 799-4111

With a copy to:                   **City of Palm Beach Gardens**  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Attorney  
Email: [bchabre@pbgfl.com](mailto:bchabre@pbgfl.com)

As to the Contractor:           **Sports Turf One, Inc.**  
9819 State Road 7  
Boynton Beach, Florida 33472  
Attn: William Gillan  
Email: [billg@sportsturfone.com](mailto:billg@sportsturfone.com)

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

## ARTICLE 5. TERM

The term of this Agreement shall be from the effective date until the work has been completed by the Contractor, and inspected and accepted by the City, inclusive of all warranty periods, unless terminated earlier as provided for in Article 6.

## ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work completed and accepted through the date of termination in accordance with the terms of this Agreement.

## ARTICLE 7. WORK DATES/PROJECT TIMELINES

The completion of the work contemplated under this Agreement is of great importance to the City and the Contractor acknowledges and understands the necessity to begin the work and complete the projects on each field by the stated dates below:

	Gardens Park	Mirasol Park	Lilac Park
Start Date:	12/15/2014	3/2/2015	5/18/2015
Calendar Days to Complete Installation:	29	21	12
Calendar Days for Sod Restoration/Grow-In:	31	31	31

As stated in Section 2.11 of the Invitation to Bid, failure to complete the project or deliver the work in accordance with the specifications and to the satisfaction of the City within the time stated shall cause the Contractor to be subject to charges for liquidated damages in the amount of 0.01% of the Total Contract Price for each and every calendar day the Contractor fails to timely achieve substantial completion and/or final completion.

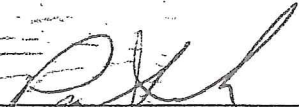
As compensation due the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the liquidated damages from any amount due, or that may become due to the Contractor under this Agreement, or to invoice the Contractor for such damages if the costs incurred exceed the amount due to the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

**CITY OF PALM BEACH GARDENS, FLORIDA**

By:   
Robert G. Premuroso, Mayor

**ATTEST:**

By:   
Patricia Snider, CMC, City Clerk


**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

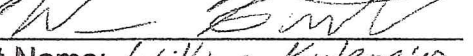
By:   
R. Max Lohman, City Attorney

**SPORTS TURF ONE, INC.**

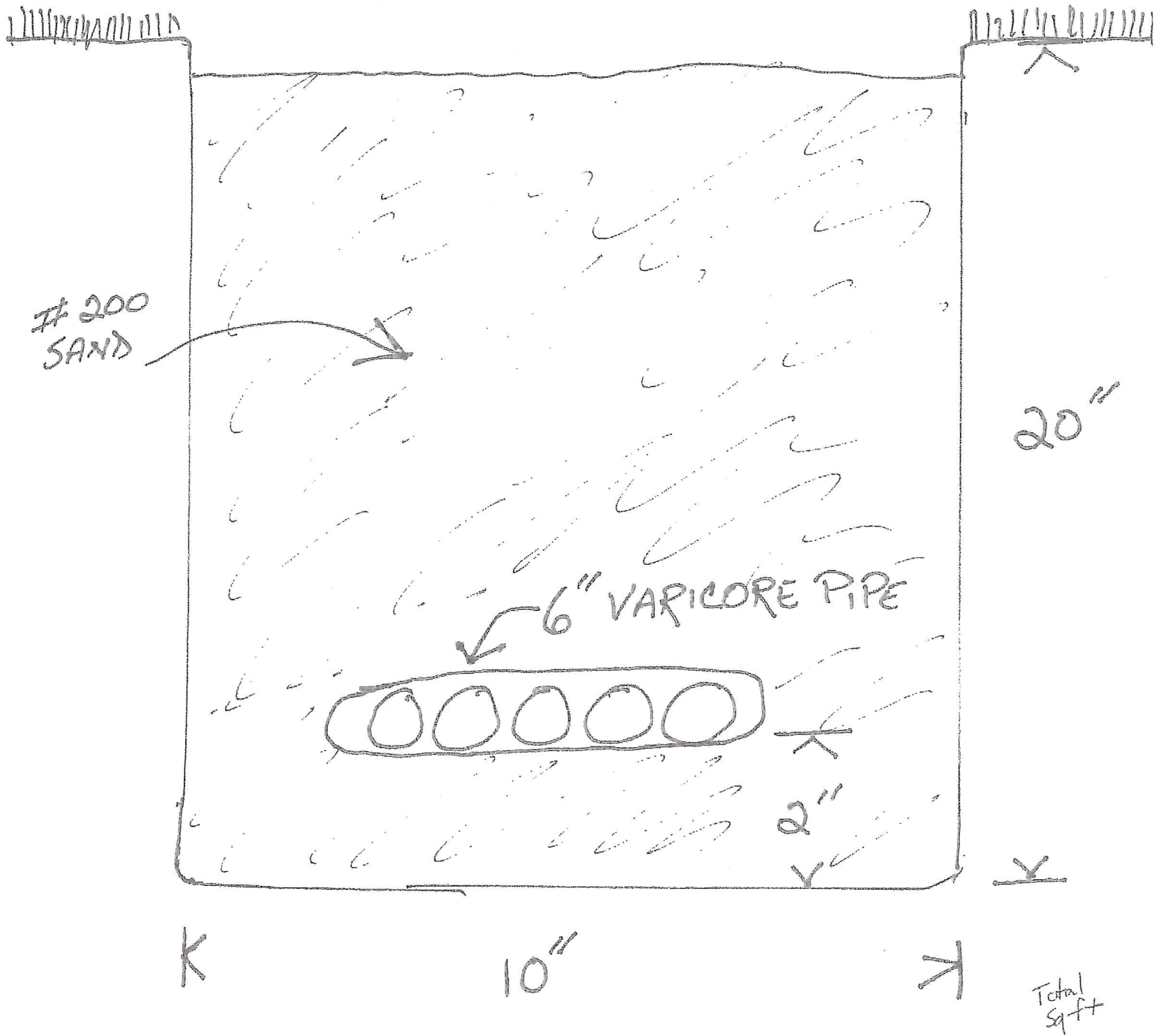
By:   
Burdell A. Haverland, President

**WITNESSES:**

By:   
Print Name: William Gilman

By:   
Print Name: William Kutenreier

# Trench Detail



ITEM	SCOPE	UNIT	QTY.	COSTS	COST	TYPE	GRAND
Job Name: Palm Beach Gardens- Gardens , Mirasol , & Lilac Park							
Description: Drainage System      Job Address: Multiple Locations							

					SUB-TOTAL	COST SUBTOTAL	TOTALS
Gardens Park							
	8" ADS Pipe	LF	2864	18.43	52,783.52		
	6" Multiflow	LF	12695	8.85	112,350.75		
	Bermuda Sod	SF	29952	1.01	30,247.34		
Subtotal:					195,381.61		\$195,381.61

					SUB-TOTAL	COST SUBTOTAL	TOTALS
Mirasol Park							
	8" ADS Pipe	LF	2570	18.43	47,365.10		
	6" Multiflow	LF	7900	8.85	69,915.60		
	Bermuda Sod	SF	21890	1.01	22,108.90		
Subtotal:					139,389.60		\$139,389.60

					SUB-TOTAL	COST SUBTOTAL	TOTALS
Lilac Park							
	8" ADS Pipe	LF	1270	18.79	23,863.30		
	6" Multiflow	LF	3679	9.35	34,398.65		
	Bermuda Sod	SF	9600	1.19	11,457.64		
Subtotal:					69,719.59		\$69,719.59

**Total      \$404,490.80**