

**ADDENDUM TO SOURCEWELL CONTRACT #010721-GRN AGREEMENT
BY AND BETWEEN THE CITY OF HOMESTEAD AND GREENFIELDS OUTDOOR
FITNESS, INC. FOR PARK EQUIPMENT AND INSTALLATION**

(Piggyback Competitive Award)

This Addendum to the Sourcewell Contract #010721-GRN. Agreement (“Addendum”) is by and between the City of Homestead, Florida, (“Customer” or “City”), and Greenfields Outdoor Fitness, Inc., a California company (registered to do business in the State of Florida) (“Vendor”) (with each being referred to herein as a Party or collectively referred to as “Parties”), and is effective the date this Addendum is fully executed by the Parties (“Effective Date”).

WITNESSETH

WHEREAS, Vendor wishes to enter into this Addendum with City to provide park equipment and installation services to the City; and

WHEREAS, Sourcewell is a State of Minnesota local government agency and service cooperative (“Awarding Entity”), awarded a contract originally dated February 4, 2021, and expiring on February 5, 2026 with Vendor for Equipment, Products, or Services through a competitive selection process that meets the requirements of the City (“Procured Contract”); and

WHEREAS, the parties wish to incorporate this Addendum, the terms and conditions of the solicitation and contractual arrangement between the Awarding Entity and the Vendor as set forth in the Procured Contract; and

WHEREAS, the City requested that the Vendor provide the Services to the City based on the terms, conditions and pricing established in the Procured Contract; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

WHEREAS, as authorized by Section 2-411.1 of the City’s Procurement Code, the City desires to retain the Vendor’s services through a cooperative purchase using the terms, conditions and pricing set forth in the Procured Contract and Alternate Source Agreement, except as otherwise designated by this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. City and Vendor hereby agree as follows:

1. **TERM.** The Agreement shall commence upon execution of both parties and shall continue until the successful completion of the services outlined herein or until February 5, 2026, (the “Term”) and may be earlier terminated in accordance with the provisions of the Agreement. The Agreement may be renewed, so long as the Procured Contract is

further renewed by Amendment to this Agreement, for two (2) additional one (1) year terms ("Renewal Term"), unless either party provides notice to the other of its intent to terminate the Agreement as forth herein.

2. **CONTRACT DOCUMENTS, PRIORITY OF TERMS, ORDER OF PRECEDENCE.** The Agreement is collectively comprised of: (a) this Addendum, including the Insurance Requirements (attached hereto as Exhibit C and incorporated as if set forth herein); (b) the Procured Contract (attached hereto as Exhibit A and incorporated as if set forth herein); and (c) the Vendor proposal (attached hereto as Exhibit B and incorporated as if set forth herein)("Contract Documents"). The Contract Documents and their order of precedence shall be governed as further set forth herein. In the event of a conflict between the terms of the Contract Documents and any exhibits or attachments hereto, or any documents incorporated herein by reference, the terms of this Addendum shall control.
3. **SERVICES.** During the Term of the Agreement, Vendor shall serve as an independent contractor to City and shall provide the services described in the Statement of Work/Quote (the "Services") accepted and attached to this Addendum in Exhibit B. The Services shall be performed in accordance with the schedule set forth in the Statement of Work. Exhibit B shall be fully incorporated herein for all purposes. The Services shall be the only services provided by Vendor unless amended with the mutual written consent of both Parties to this Agreement.
4. **COMPENSATION.** In consideration of Vendor's actions on behalf of City and the services rendered hereunder, City shall compensate Vendor an amount not to exceed One-Hundred-Twenty-Five Thousand and 00/00 dollars (\$125,000.00) (the "Fee"). The Fee shall be paid in accordance with the schedule set forth in the Statement of Work which is attached hereto as Exhibit B. City shall pay Vendor no more than the prices set forth in the Agreement and in accordance with the provisions of the Agreement. The City is obligated to pay all proper invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes. To be payable by the City, an invoice must comply with all statutory provisions and all requirements specified in this Agreement. If an invoice does not meet these requirements, the City will reject the invoice, as authorized in Chapter 218, Florida Statutes. The rejection will be written and will specify the invoice's deficiency and the action necessary to satisfy the stated requirements. No payment shall be due until an invoice for the goods/services has been submitted for payment and the City verifies that all services have been fully and satisfactorily completed.
5. **STATUTORY COMPLIANCE.**
 - a. **Scrutinized Companies.**
 1. Vendor certifies that it and its subcontractors 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 Vendor or its subcontractors are found to have submitted a false certification; or if the Vendor, 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.
2. If this Agreement is for more than one million dollars, the Vendor 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 Vendor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Vendor, 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.
 3. The Vendor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 4. 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.
- b. **E-verify.** Vendor shall comply with and be subject to Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement.
- c. **Entities Of Foreign Countries Of Concern.** Section 287.138, Florida Statutes, prohibits the City from entering in to a contract which would give access to an individual's personal identifying information to an entity with (a) a controlling interest (as that term is defined in sub-section 287.138(1)(a)), (b) full ownership held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or (c) with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit, signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. The Vendor shall execute the Affidavit regarding Entities of Foreign Countries of Concern, which is attached hereto as Exhibit D. The City reserves the right to terminate this Agreement in the event the Vendor has provided a false certification or otherwise violates Section 287.138, Florida Statutes.
- d. **Noncoercive Conduct For Labor.** The Vendor shall comply with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Vendor execute the Affidavit attached hereto as Exhibit D, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.
- e. **Discriminatory Vendor List.** Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction

or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, the Vendor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

- f. **Public Entity Crimes.** Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.
- g. **Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is for services costing \$100,000.00 or more, the Vendor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. The Vendor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed to the City before execution of this Agreement, such interests, contracts, grants, or gifts and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

6. MISCELLANEOUS

a. Termination.

- 1. **Availability of Funds.** In the event funds for the Agreement are not made available or otherwise allocated by the City Council (“Council”), the City may terminate the contract upon thirty (30) days prior written notice to Vendor without penalty or liability for such termination. The Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.
- 2. **Nonperformance.** The City may terminate the Agreement for cause if Vendor is in in breach and does not correct the breach within ten (10) days after written notice from the City identifying the breach.
- 3. **For Convenience.** The City shall have the right to terminate this Agreement, or suspend performance thereof, without cause and for the City’s convenience upon thirty (30) days written notice to Vendor. In the event of termination or suspension of this Agreement for the City’s convenience, the City shall pay Vendor for all goods accepted and service performed through the effective date of such termination or suspension.

- b. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Nzeribe (Zerry) Ihekweba, PH. D PE, City Manager
The City of Homestead
100 Civic Court
Homestead, FL 33030

Copy to: Matthew Pearl, Esq., City Attorney
Weiss Serota Helfman, Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

For Vendor: Sam Mendelsohn – President & CEO
Greenfields Outdoor Fitness, Inc.
2617 West Woodland Drive
Anaheim, CA 92801

- c. **Governing Laws.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- d. **Compliance with Laws.** Vendor agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction. Vendor shall make its services available to City residents without regard to race, color, religion or sex, or as otherwise provided by law.
- e. **Vendor Warranties.** Vendor represents and warrants that Vendor is free to enter into the terms of this Agreement and that Vendor has no obligation to any third party or otherwise that are inconsistent with any of the provisions of this Agreement. Vendor further represents and warrants that Vendor: (i) has not and will not disclose to others any confidential business information or trade secrets belonging to City or to any third party; (ii) will not and does not intend to use any confidential information or trade secrets belonging to any third party in connection with the performance of Vendor's obligations to City hereunder; and (iii) has not and will not remove any books, papers, or records belonging to City or to any third party including, business plans, confidential customer information, or confidential or proprietary information about City or third party's products or services. Additionally, the person signing this Agreement on behalf of the Vendor confirms that they have been properly authorized and possess the full power and authority to execute, deliver, and perform this Agreement on behalf of the Vendor, thereby binding the Vendor to its terms. This Section shall survive termination of this Agreement.

- f. **Indemnification.** To the extent permitted by law, Vendor agrees to indemnify, defend, and hold harmless City and its directors, officers and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Vendor, its respective officials, agents, employees or subcontractors in the Vendor's performance of Services pursuant to this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.
- g. **Insurance.** During the performance of the Services under this Agreement, Vendor shall maintain the following insurance policies pursuant to Exhibit C of this Addendum, which is appended hereto and incorporated as if set forth herein. The insurance policy coverage as outlined herein shall remain in effect for the entire term of the Agreement. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Vendor shall notify the City within thirty (30) business days with written notice of such to the City's Risk Management. Vendor shall not commence Services unless and until the requirements for Insurance (as set forth below) have been fully met by Vendor, in the City's sole discretion, has been provided to and approved by the City. Vendor shall complete the Services in accord with the terms of the Agreement.
- h. **Public Records.** Notwithstanding anything else in this Agreement, any action taken by City in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Vendor is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Vendor shall:
1. Keep and maintain public records required by City to perform the Services;
 2. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
 3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to City; and
 4. Upon expiration of the Term or termination of this Agreement, transfer to City, at no cost, all public records in possession of Vendor or keep and maintain public records required by City to perform the services. If Vendor transfers the records to City, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt. If Vendor keeps and maintains the public records, Vendor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: ELIZABETH SEWELL, CITY CLERK
Mailing address: 100 CIVIC COURT, HOMESTEAD, FL 33030
Telephone number: 305-224-4442
Email: ESEWELL@CITYOF HOMESTEAD.COM


- i. **No Contingent Fees.** The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, 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 Vendor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement
- j. **Access to Records and Audit Clause.** Vendor agrees to permit the City to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the City the right to audit any books, documents and papers of Vendor that were generated during the course of the administration of this Agreement. Vendor shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes.
- k. **Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by City nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.
- l. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.
- m. **Counterparts.** This Addendum may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY OF HOMESTEAD

GREENFIELDS OUTDOOR FITNESS, INC.

By: _____
Nzeribe Ihekweba, PhD, PE
City Manager

By:  _____
Name: Sam Mendelsohn
Title: President & CEO

Attest: _____
Elizabeth Sewell, MPA, MMC
City Clerk

Risk Approval for reliance of the City only

By: _____
Name: _____
Title: _____

Approved as to form and legal sufficiency
For the use and reliance of the City of Homestead only

By: _____
City Attorney

EXHIBIT A - PROCURED CONTRACT

EXHIBIT B - STATEMENT OF WORK/VENDOR PROPOSAL

1. SCOPE OF SERVICES:
2. PROJECT SCHEDULE:
3. DELIVERABLES:
4. PAYMENT SCHEDULE:

☐ The City shall compensate Vendor at the hourly rate(s), as set forth in the Statement of Work. Vendor shall invoice the City at the beginning of each calendar month for services provided during the preceding month.

☐ The City shall compensate Vendor on a monthly basis for those tasks identified in the Statement of Work that have been completed during the prior 30 days.

☐ The City shall pay the Fee in equal monthly installments during the Term of the Agreement.

☐ The City shall compensate Vendor upon satisfactory completion of each deliverable as described in the schedule of deliverables set forth in the Statement of Work ("Schedule of Deliverables"). When a deliverable, as set forth in the Schedule of Deliverables has been completed, the Vendor shall so advise the City in writing. Within thirty (30) days of receipt of such notice the City shall give the Vendor written notice of final acceptance or notice of the specified unfinished deliverables. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to the City under any other section of this Agreement.

EXHIBIT C – INSURANCE REQUIREMENTS

Throughout the Term of this Agreement, Vendor shall, at its sole expense, maintain the minimum insurance coverages stated in this Exhibit C. Vendor shall maintain insurance coverage against claims relating to any act or omission by Vendor, its agents, representatives, employees, or subcontractors in connection with this Agreement. City reserves the right at any time to review and adjust the limits and types of coverage required under this Exhibit.

Vendor shall ensure that “City of Homestead, Florida” is listed and endorsed as an additional insured on all policies required under this Agreement.

On or before the Effective Date or at least fifteen (15) days prior to commencement of services, as may be requested by City, Vendor shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required. If and to the extent requested by City, Vendor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City’s request.

Vendor shall ensure that all insurance coverages required by this Exhibit remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Vendor has been completed, as determined by City. Vendor or its insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

Vendor shall provide the City with a certificate of insurance naming the City, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers’ Compensation/Employer’s Liability and Professional Liability policies, as applicable, with the following terms, conditions, limits and other related criteria:

a. **Commercial General Liability:** \$1,000,000 each Occurrence Limit, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate Limit. Commercial General Liability insurance shall include **but shall not be limited to:** bodily injury, property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors’ coverage. The Commercial General Liability policy shall be endorsed with the **ISO CG2010 Additional Insured** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2010) and the **ISO CG 2037 Additional Insured – Completed Operations** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2037).

b. Workers' Compensation: FL Statutory Limits. **Employers Liability Limits:** \$1,000,000 Bodily Injury by Accident per employee; \$1,000,000 Bodily Injury by Disease per employee; \$1,000,000 Bodily Injury by Disease policy limit.

If Vendor's worker's compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from coverage, Vendor specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the City for losses the City or its insurers may be obligated to pay to any natural person who is denied workers compensation benefits or employers liability coverage that arise out of or result from Vendor's employee-leasing or co-employment arrangement.

c. Commercial Automobile Liability: \$1,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage; Coverage to include Hired and Non Owned Auto Liability.

d. Professional Liability (Errors and Omissions): \$1,000,000 per Occurrence and \$2,000,000 Aggregate limits required. The retroactive date must be no later than the date of this Contract and must be evidenced on the certificate of insurance provided to the City unless coverage is written on an Occurrence Form/Basis.

It is specifically agreed that the City shall not be liable to the Vendor for any liability arising out of the performance of this Agreement. Vendor specifically waives any and all rights of recovery it may have against the City, independent of any waiver of rights of recovery by any insurer. All insurance policies shall include a Transfer of Rights of Recovery Against Others to Us/Waiver of Subrogation in favor of the City.

Vendor agrees to obtain any endorsement that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement or policy coverage form from the insurer.

All insurance policies shall be endorsed to provide that (a) Vendor's insurance is **primary and non-contributory** to any other insurance available to the City of Homestead with respect to claims related to this Agreement.

Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.

All insurers must have an AM Best financial and size rating of A-VII or better and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms. Vendor shall promptly notify the City in the event of receipt of such notice from an insurer.

Vendor shall provide a copy of any policy coverage form or policy endorsement evidencing insurance coverage as outlined above at any time upon City request.

RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS: City Risk Management may, in its sole discretion, and subject to any conditions it deems appropriate, relax, change, update, alter or temporarily suspend, in whole or in part, any insurance requirement upon written notice to Vendor.

VENDOR'S PROPERTY: Vendor and its subcontractors, if any, are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the City of Homestead.

DISCLOSURE OF INFORMATION: Vendor agrees that the City may disclose the name and contact information of its insurers to any third party which presents a claim against the City for any damages or claims resulting from or arising out of work performed by the Vendor, its agents, employees, servants or subcontractors in the performance of this contract.

A handwritten signature in black ink, appearing to read "David M. [unclear]", located at the bottom right of the page.

EXHIBIT D - AFFIDAVITS

AFFIDAVIT REGARDING ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Greenfields Outdoor Fitness, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: 
Name: Sam Mendelsohn
Title: President & CEO

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06(13), Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As an officer or other authorized representative of the Vendor authorized to sign on behalf of Vendor, I certify that Vendor does not use coercion for labor or services in accordance with Section 787.06.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: 
Name: Sam Mendelsohn
Title: President & CEO



Estimate

Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive

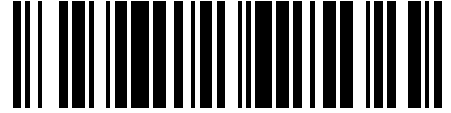
Anaheim, CA 92801

Phone: 888-315-9037

Fax: 866-308-9719

Email: orders@greenfieldsfitness.com

Order #	Date
S29584	05/18/2025



Bill To:	Ship To:
FL - Homestead - James Archer Smith Park City of Homestead Pedro Reynaldos - Director 350 S.E. 6th Avenue Homestead, FL 33030	FL - Homestead - James Archer Smith Park James Archer Smith Park 200-398 NW 12th St, Homestead, FL 33030
Customer: FL - Homestead - James Archer Smith Park	Contact: FL - Homestead - James Archer

Notes: PROJECT: FL - Homestead - James Archer Smith Park - PHASE 1

POC: Pedro Reynaldos

T: 305.224.4572

C: 786.479.1020

E: PReynaldos@CityOfHomestead.com

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
SM	NET 30	Origin	Freight	05/18/2025

Item #	Number	Description	Color	Unit Price	Qty	Total Price
1	Sourcewell Contract #	Sourcewell Contract# 010721-GRN City of Homestead Sourcewell Member ID#18846		\$0.00	1 ea	\$ 0.00
2		SURFACE MOUNT INSTALLATION METHOD DESIGN V1 Rev2 - 2025-03-11				
3		PHASE 1 AREA#1 - Multigenerational & Accessible Fitness Area				
4	UBX215-01K	Leg Press (Adjustable Resistance)	Green	\$6,595.00	1 ea	\$ 6,595.00
7	UBX222-01	Tai Chi W Resistance	Green	\$2,695.00	1 ea	\$ 2,695.00
8	UBX244-01	Tricep Press Adjustable Resistance	Green	\$6,595.00	1 ea	\$ 6,595.00
9	UBX244W-01	Accessible Tricep Press Adjustable Resistance	Green	\$6,595.00	1 ea	\$ 6,595.00
10	UBX246-01	Chest Press Adjustable Resistance	Green	\$6,595.00	1 ea	\$ 6,595.00
11	UBX248-01	Shoulder Press Adjustable Resistance	Green	\$6,595.00	1 ea	\$ 6,595.00
12	UBX248W-01	Accessible Shoulder Press Adjustable Resistance	Green	\$6,595.00	1 ea	\$ 6,595.00
13	UBX249-01K	Recumbent Bike (with resistance)	Green	\$2,895.00	1 ea	\$ 2,895.00
16	UBX286-01	2 Person Wheelchair Accessible Shoulder Wheel Stretching Station	Green	\$3,295.00	1 ea	\$ 3,295.00
17	UBX287-01	Hand Bike W Resistance	Green	\$2,795.00	1 ea	\$ 2,795.00
18	UBX289-01	Upright Bike W Resistance	Green	\$2,795.00	1 ea	\$ 2,795.00
19	UBX290-01	Rower Adjustable Resistance	Green	\$6,595.00	1 ea	\$ 6,595.00
20	UBX292-01	Stepper Adjustable Resistance	Green	\$7,695.00	1 ea	\$ 7,695.00
21	SGR105-01K	Customized Announcement Sign (formerly SGR2005-1-105)	Green	\$1,795.00	1 ea	\$ 1,795.00



Estimate

Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive

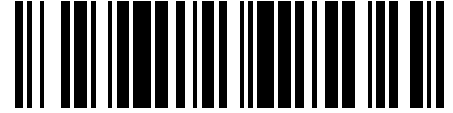
Anaheim, CA 92801

Phone: 888-315-9037

Fax: 866-308-9719

Email: orders@greenfieldsfitness.com

Order #	Date
S29584	05/18/2025



Item #	Number	Description	Color	Unit Price	Qty	Total Price
24	Installation	Installation Scope Of Work - Install temporary fence around work area. - Excavate area of 1,069sf to a depth of 6" and dispose of fill. - Compact sub-base prior to installing concrete. - Install expansion joint along existing concrete sidewalk - Provide and install 6" concrete slab with fiber and finish with broom finish. - Unload new equipment from truck. - Install 13 new Greenfield Fitness Equipment surface mount and 1 sign. - Permit & Engineering EXCLUDED: - City to remove trees & shrubs - City to relocate Irrigation & Drainage - Any permit cost shall be reimbursed by the city.	N/A	\$65,292.75	1 ea	\$ 65,292.75
25		Subtotal				\$ 135,422.75
26	Discount	Special Promotional				-\$ 4,186.19
27		Subtotal				\$ 131,236.56
28	Sourcwell Member Discount	Sourcwell Member Discount 7%				-\$ 9,186.56
29	Shipping & Handling	Ships in large crates - forklift is needed to unload		\$2,950.00	1 ea	\$ 2,950.00
30	SM Installation	All units are Surface Mount installation method, installation NOT included and done by others		\$0.00	1 ea	\$ 0.00
31	NOT Included	Installation NOT included and done by others		\$0.00	1 hr	\$ 0.00

Prices are valid for 60 days from the Estimate date.

CUSTOMER APPROVAL: I hereby approve this order, the item selection, color selection, and overall Terms & Conditions. I understand should collection of this agreement become necessary, I agree to pay all collection fees and attorney fees/ court costs, etc. The undersigned customer authorizes Greenfields to ship items on this estimate and pay Greenfields the amount specified per payment terms listed on this estimate.

Approval signature: : _____ Date: _____

Signed by (print name) _____

May 18, 2025 5:43:20 PM PDT

Subtotal:	\$125,000.00
Sales Tax:	\$0.00
Total:	\$125,000.00