

**RESOLUTION NO. 13-114**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING A FIRST AMENDMENT TO THE CURRENT CUSTODIAL SERVICES AGREEMENT BETWEEN THE CITY AND RED COATS, INC. TO INCLUDE CUSTODIAL SERVICES FOR THE POLICE DEPARTMENT FACILITY (PD) IN AN AMOUNT NOT TO EXCEED \$343,225.88; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT AND EXPEND BUDGEED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE (PUBLIC WORKS)**

**WHEREAS**, on June 11<sup>th</sup>, 2012, the Doral City Council authorized the City Manager to enter into an agreement with Aetna Maintenance, Inc., now known as Red Coats, Inc., for the provision of custodial services to the City's Government Center (the "Agreement"); and

**WHEREAS**, the Agreement is for four (4) years, and the Public Works Department (PWD) desires to amend the Agreement to add custodial services for the Police Department facility in an amount not to exceed \$343,225.88 (the "First Amendment").

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

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein

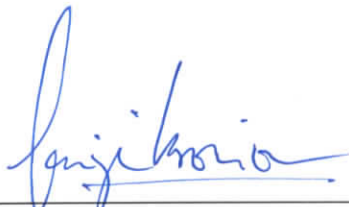
**Section 2. Approval.** The First Amendment to the Agreement between the City and Red Coats, Inc., for custodial services, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the First Amendment and expend budgeted funds on behalf of the City.

**Section 3. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilmember Fraga who moved its adoption. The motion was seconded by Vice Mayor Rodriguez Aguilera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Bettina Rodriguez-Aguilera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Christie Fraga	Yes
Councilwoman Sandra Ruiz	Yes


PASSED and ADOPTED this 15<sup>th</sup> day of October, 2013

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR 10/16/2013

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JOHN R. HERIN, JR, CITY ATTORNEY

# EXHIBIT “A”

**FIRST AMENDMENT TO CONTRACT BETWEEN  
THE CITY OF DORAL, FLORIDA  
AND  
RED COATS, INC.**

This First Amendment to the Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Doral, Florida, a municipal corporation of the State of Florida ("City") and Red Coats, Inc., ("Red Coats"), a Florida corporation, for the provision of Custodial Services ("First Amendment").

**WHEREAS**, pursuant to Resolution 12-81 the City and Aetna Maintenance, Inc., now known as Red Coats, entered into a contract for the provision of custodial services at the Doral City Hall Government Center ("Contract") dated July 10, 2012 for a period of four (4) years. A copy of the Contract is attached hereto as Exhibit "A" and incorporated by this reference; and

**WHEREAS**, the City and Red Coats desire to amend the Contract to include custodial services for the new Doral Police Department facility subject to the same terms and conditions for the remaining period of the Contract; and

**WHEREAS**, the cost for the provision of custodial services at the Doral City Government Center Hall is currently \$56,985.60 per year, and the cost for the provision of custodial services at the Doral Police Department facility will be \$25,558.84 per year in accordance with Exhibit "B" attached hereto.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Amendments. The following Sections of the Contract are hereby amended to read as follows:

Section 3.0 Technical Specifications-Scope of Services.

The parties hereby amend the Contract to include custodial services for the Doral Police Department in accordance with Exhibit "B" attached hereto.

Article 3 of Section 00526.

That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, in accordance with the line item pricing (as provided) in the Bid Form, in lawful money of the United States, not to exceed the amount of ~~\$56,985.60 per year~~ \$82,453.84 per year for custodial services of the Doral Police Department facility and City Hall Government Center facility.

**EXCEPT AS PROVIDED HEREIN**, all other terms and conditions of the Contract dated July 10, 2012, remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original.

WITNESSES:

RED COATS, INC.:

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

**CITY OF DORAL**

\_\_\_\_\_  
Barbara Herrera, City Clerk

By: \_\_\_\_\_  
Joe Carollo, City Manager

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

\_\_\_\_\_  
John R. Herin, Jr., City Attorney