

## AGREEMENT

THIS AGREEMENT made and entered into on this 23 day of May, 2018, by and between Custom Tree Care, Inc. Party of the First Part, and The City of Doral, Party of the Second Part:

### WITNESETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the Work in manner and form as provided by the following enumerated Specifications and Documents, which are attached hereto and made a part hereof, as fully contained here:

Advertisements for Bids

Instruction to BIDDERS

Bid Form

Certificate of Authority

Award Preference for Identical Tie Bids

Bid Bond

Bidder Qualification Statement

Non-Collusion Affidavit

Public Entity Crimes

Notice of Award

Agreement

Notice to Proceed

Payment Bond

Performance Bond

OSHA Acknowledgment

Form FHWA-1273 (Exhibit B)

2. That the First Party shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all Work hereunder within the length of time stipulated in the Bid.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Bid Form, in lawful money of the United States, the amount of: \$815,255.00.

Eight Hundred Fifteen Thousand Two Hundred Fifty-Five Dollars and Zero Cents.

(Written Dollar Amount)

4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of Work performed during each calendar month by the First Party, Less the retainage provided in the General Conditions, which is to be withheld by the Second Party until Work within a particular part has been performed in accordance with this Agreement and until such Work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the Work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the First Party of all Work covered by this Agreement and the acceptance of such Work by the Second Party.
6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Second Party.
7. No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action (in writing) by the Party of the Second Part.
8. The Florida Department of Transportation (FDOT) has established requirements that have been added to the contract to address work performed on FHWA eligible roadways. The form FHWA-1273 (Please refer to Exhibit B and the FDOT Standard Specification and Standard Indexes to be included in the contract documents. The Standard Specs contain the Buy America requirements. Listed below are the basic federal-aid guidelines that must be followed for emergency repair and permanent restoration projects. These requirements apply to all State and Local Agency contracts for both emergency and

permanent restoration types of projects. These requirements cannot be waived just because there is a State of FEMA emergency declaration.

- 1) FHWA Form 1273, titled Required Contract Provisions Federal-Aid Construction Contracts
- 2) Davis-Bacon Wages Act – waived for Debris Removal services only; applies to all other work types  
<http://www.fhwa.dot.gov/construction/cquit/dbacon.htm>
- 3) Buy America
- 4) Disadvantaged Business Enterprise (DBE)
- 5) American with Disability Act (ADA)
- 6) Convict Labor Prohibition
- 7) Public Interest Finding for force account permanent repair work

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

Wanda Stratner  
\_\_\_\_\_

CONTRACTOR:

Custom tree Care, Inc,

BY:

[Signature]

NAME:

Greg Gathers

TITLE:

President

OWNER:

City of Doral

BY:

[Signature]

NAME:

EDWARD A. ROJAS

TITLE:

CM

AUTHENTICATION:

BY:

[Signature]

NAME:

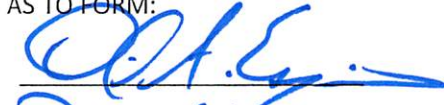
CONNIE DIAZ

TITLE:

CITY CLERK

APPROVED AS TO FORM:

BY:



NAME:

Daniel A. Espino

TITLE:

CITY ATTORNEY

END OF SECTION

RECEIVED

JUN 18 2018

CITY OF BOZAL  
COURT WORKS DEPT.



**RESOLUTION No. 18-89**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2018-09, "EMERGENCY DEBRIS REMOVAL," TO CUSTOM TREE CARE, CERES ENVIRONMENTAL, AND DRC EMERGENCY SERVICES; APPROVING AGREEMENTS WITH THE NAMED PROVIDERS IN SUBSTANTIALLY THE FORM PROVIDED; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in response to Invitation to Bid #2018-09, titled "Emergency Debris Removal" (the "ITB"), the City of Doral received six (6) bids by the May 8, 2018 deadline; and

**WHEREAS**, upon careful review of the bids, Staff determined that Custom Tree Care, Ceres Environmental and DRC Emergency Services, have met the terms and conditions of the ITB; and

**WHEREAS**, Staff recommends the City Council authorize the City manager to enter into an agreement with Custom Tree Care, Ceres Environmental and DRC Emergency Services for the provision of Emergency Debris Removal Services; and

**WHEREAS**, the contracts shall be for a period of two (2) years with the option to renew for three additional one (1) year periods; and

**WHEREAS**, cost to the City for services provided under this agreement shall only apply upon the City's authorized request for services after an actual emergency.

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

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

**Section 2. Award.** The ITB is hereby awarded Custom Tree Care, Ceres Environmental, and DRC Emergency Services for the provision of emergency debris removal services, subject to entering into an agreement with the City of Doral. This award in and of itself does not vest any of the named providers with the any rights absent an agreement with the City.

**Section 3. Approval.** The agreements between the City of Doral and Custom Tree Care, Ceres Environmental, and DRC Emergency Services for the provision of emergency debris removal services, in substantially the forms attached hereto as Exhibit "A", which are incorporated herein and made a part hereof, are hereby approved. It is recognized that the Customer Tree Care and Ceres Environmental shall be the primary firms for the provision of the required services, and DRC Emergency Services shall be the contracted as a back-up provided in the event one or both of the primary firms fails to perform as per the agreement.

**Section 4. Authorization.** The City Manager is authorized to execute the agreements, subject to approval by the City Attorney as to form and legal sufficiency, and to expend budgeted funds on the behalf of the City in case of an emergency.

**Section 5. 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 the provisions of this Resolution.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

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

|                                |     |
|--------------------------------|-----|
| Mayor Juan Carlos Bermudez     | Yes |
| Vice Mayor Ana Maria Rodriguez | Yes |
| Councilman Pete Cabrera        | Yes |
| Councilwoman Christi Fraga     | Yes |
| Councilwoman Claudia Mariaca   | Yes |

PASSED AND ADOPTED this 23 day of May, 2018.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

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

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY