

RESOLUTION No. 18-201

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TRC ENVIRONMENTAL CORPORATION FOR THE PROVISION OF AIR, WATER & SOIL QUALITY STUDIES IN AN AMOUNT NOT TO EXCEED \$53,797.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (City) hired a consultant to conduct an environmental audit of the air permits issued to the Medley landfill and the Miami-Dade County facility waste-to-energy facility; and

WHEREAS, as part of the audit, all permits were found to be in compliance; and

WHEREAS, in January of 2018, the Mayor and City Council provided directive to City Staff to develop a plan for the implementation of 24/7 odor monitoring to identify the source and content of the foul odor; and

WHEREAS, by Resolution No. 17-227, the City in response to the continuous concerns about the nuisance odors and other environmental issues, appointed the Doral Environmental Task Force to investigate and provide recommendations; and

WHEREAS, staff recommends that the City Council approve and authorize the City Manager to execute the professional service agreement with TRC Environmental Corporation for the provision of air, water, and soil quality studies in an amount not to exceed of \$53,797.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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. Approval. The Professional Service Agreement between the City and TRC Environmental Corporation, attached as Exhibit "A", for the air, water, and soil testing in the not to exceed amount of \$53,797.00 is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Professional Service Agreement and expend budgeted funds on behalf of the City in furtherance hereof and waive the competitive bidding process as per the City's Code of Ordinance Section 2-323 – *Exemptions from competitive bidding*, and for the City Manager to execute the Professional Service Agreement and expend budgeted funds on behalf of the City in furtherance hereof.

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 the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption.

The motion was seconded by Vice Mayor Mariaca and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED this 1 day of November, 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:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”



City of Doral
Professional Services Agreement

THIS CONTRACT made and entered into on the ___ day of October, 2018 by and between:

City of Doral
8401 NW 53rd Terrace
Doral, FL 33166
(Hereinafter referred to as “the City”)

AND
TRC Environmental Corporation
13351 Progress Blvd. Suite A
Alachua, FL 32615
(Hereinafter referred to as “the Consultant”)

WITNESSETH:

In consideration of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

I. **THE CONTRACT DOCUMENTS**

I.1 The documents, attached hereto and made part hereto as Exhibit “A”, consists of the Proposal dated October 23, 2018, submitted by the Consultant detailing the elements agreed upon for the City of Doral.

ARTICLE 2

2. **SCOPE OF SERVICES**

2.1 These tasks are enumerated under the proposed Scope of Work in the proposal dated received October 23, 2018.

ARTICLE 3

3. CONTRACT SUM

- 3.1 Upon satisfactory completion of the specified work as determined by the sole discretion of the City Manager, the Consultant agrees to charge the City for time and materials associated with performing the work in accordance with the proposed scope of work and the negotiated not to exceed price of \$53,797.00

ARTICLE 4

4. CONTRACT TIME

- 4.1 The work to be performed under this Contract is specified in the Scope of Work and, subject to authorized adjustments, shall be totally complete and ready for final payment within 90 calendar days from the date of the Notice to Proceed (NTP).

ARTICLE 5

5. INVOICING AND PAYMENT

- 5.1 Once the Consultant receives the agreement and the purchase (PO) for the full amount, the Consultant will issue a 50% deposit invoice, and the balance will be due upon completion of the work and presentation to City Council. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within 30 days.
- 5.2 The Consultant's invoice shall show a breakdown of the project components, the quantities completed and the amount due, and any other supporting documentation as may be required by the Contract documents for approval.

ARTICLE 6

6. INDEMNIFICATION

- 6.1 The Contractor shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents from any and all losses, claims, damages, liabilities, and expenses, direct, indirect or consequential due to any claim arising from or out of the contract work.

ARTICLE 7

7. INSURANCE

The Consultant shall secure and maintain throughout the duration of this agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the City Manager the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance cover shall include a minimum of:

- 7.1 Worker's Compensation and Employer's Liability Insurance. If applicable coverage to apply for all employees at minimum statutory limited as required by Florida Law.
- 7.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicles insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000 per occurrence, combined single limit for Bodily Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 7.3 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.
- 7.4 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 endorse with a provision that not less than thirty (30) calendar day's written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

ARTICLE 8

8. ASSIGNMENT

- 8.1 This Agreement shall not be assignable by the Consultant.

ARTICLE 9

9. PROHIBITION AGAINST CONTINGENT FEES

- 9.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, 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 Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract unless approved by the City Manager of the City of Doral.

ARTICLE 10

10. TERMINATION

10.1 This Contract may be terminated by the City upon ten days' written notice with or without cause and by the Consultant upon 30 days' written notice with or without cause. If this Contract is terminated, the Consultant shall be paid in accordance with the provisions of Articles 4 and 5 of this Contract for all acceptable work performed up to the date of termination.

ARTICLE 11

11. NONEXCLUSIVE AGREEMENT

11.1 The services to be provided by the Consultant pursuant to this Contract shall be nonexclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.

ARTICLE 12

12. ENTIRE AGREEMENT

12.1 This Contract, together with all pertinent documentation shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

ARTICLE 13

13. ATTORNEY'S FEES

13.1 In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

ARTICLE 14

14. NONDISCRIMINATION

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

ARTICLE 15

15. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement, have access in connection with any litigation arising out of this Contract; the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

ARTICLE 16

16. INDEPENDENT CONTRACTOR

16.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with 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 kind of joint undertaking, enterprise or venture between the parties.

ARTICLE 17

17. COMPLIANCE WITH LAWS

17.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to services provided hereunder.

ARTICLE 18

18. NOTICES

18.1 All notices and communications to the City shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

City: Edward Rojas
City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

With a copy to: Mr. Luis Figueredo
City Attorney
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Connie Diaz
City Clerk
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Consultant: Mr. Jonathan Bower
Manager, Air Quality and Meteorological
Monitoring.
13351 Progress Blvd., Suite A
Alachua, FL 32615

ARTICLE 19

19. **GOVERNING LAW**

19.1 This Contract shall be construed in accordance with the laws of the State of Florida.

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

Consultant:

Mr. Jonathan Bower
TRC Environmental Solutions
13351 Progress Blvd, Suite A
Alachua, FL 32615

City:

City of Doral
8401 NW 53rd Terrace
5080 NW 74th Street
Doral, FL 33166

By:

By:

Edward Rojas
City Manager

Connie Diaz
City Clerk

Daniel Espino, Esq.
City Attorney

Attest: _____