

AGREEMENT

THIS AGREEMENT made and entered into on this 15th day of May, 2017, by and between SFM Services, Inc. Party of the First Part, and The City of Doral, Party of the Second Part:

WITNESSETH:

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

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:

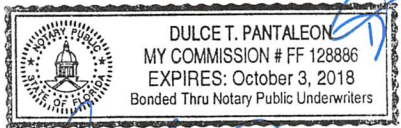
Five Hundred Seventy-Three Thousand Five Hundred One Dollars and Forty-One Cents
(Written Dollar Amount)

\$573,501.41

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.

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:
Rosale M. Lopez
R Lopez


[Signature] 05/18/2017

CONTRACTOR: SFM Services, Inc.
BY: [Signature]
NAME: Christian Infante
TITLE: President

OWNER: City of Doral
BY: [Signature]
NAME: EDUARDA. ROJAS
TITLE: CT

AUTHENTICATION:
BY: [Signature]
NAME: Connie Diaz
TITLE: city clerk
City Clerk

APPROVED AS TO FORM:
BY: [Signature]
NAME: Daniel A. Espino
TITLE: CITY ATTORNEY

RESOLUTION No. 17-65

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARING INVITATION TO BID #2017-06, "STREET SWEEPING SERVICES," TO SFM SERVICES, INC., THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING AN AGREEMENT BETWEEN THE CITY AND SFM SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$573,501.41 FOR STREET SWEEPING SERVICES FOR A TWO (2) YEAR PERIOD WITH THE OPTION TO RENEW FOR AN ADDITIONAL ONE (1) YEAR PERIOD FOR A TOTAL OF THREE (3) YEARS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT LOWEST BIDDER SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP BIDDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City of Doral (the "City") is a participant in the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit as co-permittee under Miami-Dade County's regional MS4 Permit; and

WHEREAS, Part III.A.3 of the MS4 Permit requires the City to implement a street sweeping program to reduce pollutants in stormwater runoff; and

WHEREAS, the City issued Invitation to Bid (ITB) #2017-06, titled Street Sweeping Service (the "ITB"), for which the City received three (3) response by the March 27, 2017 submittal deadline, with all three (3) meeting the required criteria; and

WHEREAS, upon review of bids received, staff determined that SFM Services, Inc. was the lowest most responsive and responsible bidder (the "Contractor"); and

WHEREAS, a copy of Contractor's Bid Submittal, which includes the "Services Agreement", in substantially the form provided, the ITB Inventory, and Bid Tabulation are all attached as Exhibit "A", which is incorporated herein and made a part hereof by this reference; and

WHEREAS, staff has recommended that the City Council award the ITB to the Contractor, approve the Services Agreement with Contractor in a not to exceed amount of \$573,501.41, which includes a 5% contingency to address any additions in the unit quantities or increases in the sweeping frequency, and authorize the manager to execute the Services Agreement and to expend budgeted funds in furtherance hereof.

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. Award. ITB 2017-06 for street sweeping services is hereby awarded to SFM Services, Inc., subject to entering into an agreement with the city. This award do not vest SFM Services, Inc. or any other bidder with any contractual rights.

Section 3. Approval. The Services Agreement between the City and Contractor for the street sweeping services, in substantially the form provided in Exhibit "A", in the amount of \$573,501.41, which includes a 5% contingency to address any additions in the unit quantities or increases in the sweeping frequency, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Services Agreement and expend budgeted funds on behalf of the City in furtherance hereof. The City Manager is further authorized to negotiate and enter into an agreement with the next highest ranked firm successively, if an agreement cannot be entered into with Contractor, provided the next bidder accepts the contract amount approved above.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Not Present at Time of The Vote
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 12 day of April, 2017.



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